

8005

1,800
workers

agreement between
The New York State Nurses Association &

Montefiore Medical Center
January 15, 2005 - January 15, 2009



The New York State Nurses Association
11 Cornell Road
Latham, New York 12110-1403
1-800-724-NYRN

98 pages

NOTICE: WEINGARTEN RIGHTS

If called into a meeting with management,
you should state the following:

If this discussion could in any way lead to
my being disciplined or terminated, or affect
my personal working conditions, I respectfully
request that my union representative be present
at this meeting. Until my representative arrives,
I choose not to participate in this discussion.

Call your NYSNA delegate:

AGREEMENT

BETWEEN

NEW YORK STATE NURSES ASSOCIATION

AND

MONTEFIORE MEDICAL CENTER

January 15, 2005 - January 15, 2009

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Agreement between (1) Montefiore Medical Center, 111 East 210th Street, Bronx, New York 10467 (herein called "Employer") and (2) the New York State Nurses Association (herein called "Association"). Employer and Association recognize their common interests beyond their collective bargaining relationship. Thus they pledge to strive together to insure the highest quality of service by Employer and the highest standards of professional nursing care and practice.

1. AGREEMENT SCOPE

This Agreement covers such full-time (herein called "regular"), part-time (herein called "regular part-time," "per diem," and "per visit") and temporary employee licensed or otherwise lawfully entitled to practice as a registered professional nurse (herein called "employee") employed by Employer at the Henry L. and Lucy Moses Division, Jack D. Weiler Hospital of the Albert Einstein College of Medicine, and Home Health Agency to perform registered professional nursing at:

Henry L. and Lucy Moses Division

Staff Nurse II, Utilization Review and Quality Assurance Coordinator, Unit Based Educational Coordinator, Clinical Nurse Coordinator, Clinical Nurse Specialist, Patient Care Coordinator, Infection Control Nurse, Nurse Anesthetist, Clinical In-Service Instructor, Nurse Practitioner, Discharge Planning Nurse, Community Health Nurse I, Community Health Nurse II, Nurse Midwife, Clinical Care Coordinator.

Jack D. Weiler Hospital of the Albert Einstein College of Medicine

Staff Nurse II, Staff Nurse III, Senior Operating Room Nurse, Operating Room Specialist, Clinical Care Coordinator, Infection Control Nurse, Nurse Anesthetist, Clinical In-Service Instructor, Home Care Liaison Nurse, Nurse Midwife, Health Care Quality Coordinator, Clinician, Nurse Practitioner, Case Manager/Clinical Nurse Specialist, Physician Liaison Coordinator, Unit Based Educational Coordinator, Utilization Review and Quality Assurance.

Home Health Agency

Quality Management/Regulatory Compliance Coordinator, Community Care Facilitator, Home Health Nurse, Education Coordinator, Direct Care Nurse, Home Care Coordinator, and (Long Term, CHHA Liaison, Care Manager) Nurse Practitioner.

Each person employed by Employer as a registered professional nurse must be licensed or otherwise lawfully entitled to practice as a registered professional nurse in New York. Excluded from the aforesaid bargaining unit are Assistant and Associate Directors of Nursing and Director of Nursing, Administrative Nursing Supervisor, Administrative Assistants to the Director of Nursing, Nursing Service Associate (Moses), Supervisor Quality Assurance and Special Projects (Moses), Nursing Supervisor (Moses), Associate Administrative Supervisor (Weiler) and students whose performance of work at the Hospital is part of the educational course of study such students are pursuing.

At the time a new employee, subject to this agreement, is employed, the Employer shall deliver to said employee a written notice that the Employer recognizes and is in contractual relations with the Association.

In the event that management plans to institute a new bargaining unit position or change any existing bargaining unit position, it shall notify the Association before

posting the position and assigning an employee to that position, and provide a job description for the purpose of discussing and negotiating the appropriate rate of pay.

The Employer agrees upon request to provide to the Association a list of all of the Medical Centers' Health Care delivery operations. The list will include name, location, RN titles, and constituent unit.

2. ASSOCIATION STATUS

2.01 Recognition.

Employer recognizes Association as the exclusive collective bargaining representative of every employee covered by this Agreement.

2.02 Association Membership.

It shall be a condition of employment that every employee who is a member of the New York State Nurses Association in good standing as of the effective date of this Agreement shall remain a member in good standing, and those who are not members on the effective date of this agreement shall, no later than thirty (30) days following the effective date of this Agreement, become and remain members in good standing of the New York State Nurses Association. Every employee who becomes such after the effective date will become a member of the New York State Nurses Association within thirty (30) days after the date of employment and thereafter will remain a member in good standing. "Good standing", for the purpose of this Agreement, shall mean the payment or tender of periodic dues uniformly required as a condition of retaining membership to the Association.

Within five (5) days after the employee's employment or change in status, the Employer shall notify the Association in writing of the name, address, social security number and position or change of each employee so affected. The Association shall notify the Employer in writing of any employee who has failed to join the Association and shall demand that the Employer terminate employment of said employee within fifteen (15) days of said notification. If during said fifteen (15) day period the employee shall pay delinquent dues and join the Association, the Employer shall not be required to discharge such employee.

The Employer will include in New Hire Packets, an Association supplied dues deduction authorization card and a notice explaining dues payment obligations.

2.03 Deduction of Association Dues.

An employee, after thirty (30) working days, desiring to become a member of the New York State Nurses Association may execute a written authorization in the form annexed hereto as Exhibit A. Upon receipt of such an authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due employee each month and remit to the Association each month the dues fixed by the Association. The Employer shall be relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a title other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Employer will immediately resume the

obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization card. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction.

By the tenth (10th) of each month, the Employer shall remit to the Association all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees, including addresses, social security numbers and dates of hire, from whom dues have been deducted and a list of employees who have been terminated.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Association hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

2.04 Association Business: Local Representatives.

The Association will notify the Employer in writing of its local employee representatives who are authorized to deal with Employer in the adjustment of any problems arising under this agreement.

An employee representative intending to go to a division or department other than the one he/she represents shall notify and obtain the approval of the appropriate Director of Nursing or designee and the Associate Director for other areas. Such time shall not be unreasonably withheld. No employee shall engage in activities which will interfere with the operation of the Medical Center.

In order to reduce staffing conflicts, local representatives will make a good faith effort to schedule grievance related activities on the pre-scheduled release days as set forth below.

The parties agree that pre-scheduled release time provides the most efficient utilization of time with the least amount of disruption. Executive committee members or local representatives will be granted release time as follows:

Moses	2 members – two 11-1/2 hour shifts per month each 2 members – two 7-1/2 hour shifts per month each
Einstein	3 members – one 7-1/2 hour shift per month each
Home Health	4 members – two hours each per month. On alternate months, when there are Labor/Management meetings, two additional hours granted which includes the meeting time.

Executive Committee members will utilize the above time to prepare for Labor/Management meetings and meet with their Constituent Councils and/or conduct grievance related activities.

Local representatives will be granted a reasonable amount of time to participate in grievance related activities, including arbitrations. When representatives have no alternative but to engage in grievance related activities when not

scheduled to work, she/he will be paid or receive compensatory time at the straight time rate. Release time will be evaluated by the Director of Nursing periodically.

In the event a release-time representative is changed or unavailable for pre-scheduled release time, substitution, upon sufficient notice, may be arranged through the Director of Nursing provided that the numbers of hours shall not exceed the total stated above.

Local representatives and Executive Committee members will not be eligible for premium pay for any release time under this section.

2.05 Association Business: General Representative.

A duly authorized general representative of the Association may visit Employer's premises, by prearrangement with Employer's Director of Nursing or constituent unit's Human Resources Department, at a reasonable time, to discharge Association's duties as the employees' collective bargaining representative, so long as the representative does not interfere with the work of the employees and the operation of the Medical Center.

2.06 Association Business: Bulletin Boards.

Employer will provide Association with, and suitably locate, bulletin boards on which to post official Association notices. There will be six (6) bulletin boards at Henry L. and Lucy Moses Division (Gun Hill Road) one (1) of which will be placed in the North building, four (4) at Jack D. Weiler Hospital of the Albert Einstein College of Medicine, one (1) of which will be in the West Addition, and two (2) at the Home Health Agency. The Home Health Agency bulletin boards will be provided locks effective January 1, 1987. These bulletin boards will at all times carry a label, device or notice clearly identifying them as Association's space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. Notices to be posted must be submitted for prior approval to the Human Resources Department and such approval will not be unreasonably denied.

2.07 Association Business: File Cabinets.

The Employer will provide each of the Moses, WHAECOM and Home Health Agency Councils with a file cabinet. At the Moses Division, the file cabinets will be placed in a location identified by the Director of Nursing who will also make every effort to obtain telephone and meeting facilities for the use of the Council.

2.08 Association Business: Negotiations.

For the negotiations to renew the contract that was in effect on January 15, 2005, the Employer will provide reasonable meeting space and compensation at the straight time rate for attendance at regularly scheduled negotiation sessions for local Association representatives who attend these negotiations as follows:

Moses	-(4)
HHA	-(1)
WHAECOM	-(2)

One (1) paid employee representing the other satellites may attend when the meetings' agenda will directly address areas specific to that satellite.

3. PROFESSIONAL PRACTITIONER STATUS

3.01 Non-Nursing Functions.

The Medical Center recognizes that due to their unique education and experience, the employees covered by this agreement have a unique contribution to make for maintaining and improving professional nursing care at the Medical Center. Evidence shall be presented by Montefiore Medical Center that concerted steps have been taken by the Medical Center to relieve nursing practitioners of those tasks and responsibilities which, in the judgment of the Directors of Nursing and the Councils of Nursing Practitioners, constitute non-nursing functions.

The Medical Center will not routinely require Registered Nurses to perform non-nursing functions and will pursue having these functions performed by others.

3.02 Council of Nursing Practitioners.

I. Corporate Council of Nursing Practitioners

There will be a Corporate Council of Nursing Practitioners comprised of the Constituent Councils of Nursing Practitioners. The Corporate Council will be represented by the Corporate Council Executive Committee. The Corporate Council Executive Committee will be comprised of the Constituent Council Executive Committees.

A. Purpose.

The purpose of the Corporate Council shall be to consider matters of interest to, or affecting, all nursing practitioners in all constituent units covered by this collective bargaining agreement.

B. Meetings

The Corporate Council Executive Committee will be granted release time to attend meetings requested by the Employer.

Release time means released from scheduled work time with pay or compensatory time.

II. Constituent Council of Nursing Practitioners

There shall be a Council of Nursing Practitioners at each constituent unit of the Montefiore Medical Center.

A. Membership.

Membership of each constituent Council shall consist of all nursing practitioners covered by this collective bargaining agreement at the constituent unit.

B. Purpose.

The purpose of each constituent unit of the Council shall be:

1. To consider matters of interest to, or affecting, all nursing practitioners in each constituent unit;
2. To foster adherence to standards of nursing practice enunciated by the profession;
3. Make recommendations with respect to philosophies of professional nursing practice as current trends affect nursing care in order to foster adherence to the philosophy of nursing.

C. Executive Committee.

Each Constituent Council shall be represented by an executive committee. The Executive Committee members will be determined by the Association.

The positions on each committee are as follows:

Moses	4 members
Einstein	4 members
Home Health	4 members

Function.

The function of an Executive Committee is to communicate with Employer representatives on behalf of its Constituent Council. Therefore, the Employer agrees that its representatives from the Nursing department will meet with each Executive Committee every other month, utilizing pre-scheduled time stated in Section 2.04. Additional meetings may take place with mutual agreement between the parties; this meeting time will be in addition to pre-scheduled 2.04 time.

Executive Committee members will be granted two workdays per year to attend the Association's convention. Although continuing education credits may be earned at the convention these days are not considered part of the time granted under Section 3.05C.

Workday means employees' regularly scheduled workday.

3.03 Committee Participation.

The Employer will institute standing and ad hoc committees that address patient care and nursing practice issues. Standing and ad hoc committee members will be released to attend committee meetings.

The Professional Practice Committee (PPC) will have at least two (2) bargaining unit members. The Association will recommend two (2) members and two (2) alternates to participate on the PPC.

The Employer will notify the Association of committee positions designated to be filled by bargaining unit members. The Association may recommend members to fill such positions. The Employer's decision to accept or reject recommended members will not be arbitrary or capricious.

A member of PPC or a committee shall receive compensatory time or pay, at the straight time rate, for attendance during hours when she/he is not scheduled to work.

3.04 Committee on Position Descriptions and Titles.

There will be a Committee on Position Descriptions and Titles for each constituent Council of Nursing Practitioners at Montefiore Medical Center. No more than four (4) Committee members will be selected by each constituent Council and said Committee will meet annually in the Fall and as needed with an equal number of administrative nursing personnel selected by the Director of Nursing or his/her designee at each constituent unit. The Committee will be responsible for reviewing, evaluating and revising new and existing position descriptions and titles. The Committee will then make appropriate recommendations to the Director of Nursing or his/her designee. The

Committee may have a representative from the Employer's wage and salary division serving in a consultative capacity.

3.05 Staff Development Programs.

Employer shall provide the following:

- A. A planned orientation program under the responsibility and direction of the Director of Nursing or his/her designee, with input from the Council of Nursing Practitioners (3.02) that will fulfill the following guidelines:

For an experienced nurse who is promoted or transferred to a new position - minimum of 75 hours;

For newly hired employees with experience - minimum of 112.5 hours;

For newly hired employees without experience - minimum of 150 hours;

For newly hired employees with experience assigned to specialty areas - minimum of 112.5 hours;

For newly hired employees without experience assigned to specialty areas - minimum of 150 hours;

For those assigned to charge responsibility on an irregular basis - minimum of one (1) week;

The amount of time listed in these guidelines shall not be cumulative;

Time will be allotted during nurse orientation for Association and Local Council to discuss issues of nursing responsibility;

At Moses or WHAECOM, a Staff Nurse who volunteers to precept a new nurse shall receive an orientation to this role and a letter of recognition will be placed in his/her permanent personnel folder. The orientation of this role of preceptor will be coordinated by the Department of Educational Services at Moses or the Assistant Director for Staff Development at WHAECOM. Other titles involved as preceptor will receive this orientation.

- B. The Employer recognizes the need for educational staff development programs and will make its best efforts to provide staff development programs on an equitable basis.

When the Employer provides required educational programs, best efforts will be made to schedule sufficient staff on the unit to allow full participation by the employee(s) scheduled for the program.

- C. Time off, within reasonable limits, without loss of pay for continuing education will be granted at the discretion of the Director of Nursing who will administer this provision in a fair and equitable manner. Staffing constraints will not be the sole parameter for determining eligibility for conference time. (See Nursing continuing education policy.) Replies to requests will be given within sufficient time to permit the practitioner to register.

- D. Effective each calendar year, the Employer shall budget and allocate monies for Continuing Education Programs. The amount will be two hundred and fifty dollars (\$250) per full time equivalent.

Full and part-time employees' eligibility will commence after completion of the probationary period. These monies shall be pooled and administered by

the Director of Nursing in a reasonable, non-discriminatory manner with recommendations from the Council of Nursing Practitioners, and shall be used for expenses incurred by employees covered by this Agreement for participation in educational institutes, workshops or meetings which may be held within or outside of Montefiore Medical Center. Funds will be allocated to each constituent unit based on the number of FTEs in each unit. Unused funds will accumulate separately. A quarterly status report of the Fund's monies will be provided to the Council by the Director of Nursing. Reimbursement will be made within sixty (60) days of presentation of proof of attendance and formal request for payment. Management will prepay conference registration fees provided that application is submitted and approved by the Director of Nursing within sufficient time to allow for processing of the checks.

- E. Criteria Based Performance Appraisal and recording of a nurse's performance and experience. Each nurse shall be given the opportunity to enter written comments on this record. Every effort will be made to communicate to the employee his/her performance strengths and weaknesses in a timely manner prior to presentation of the official annual evaluation.
- F. Employer will provide leadership classes for employees who are promoted to leadership positions, within the probationary period.
- G. An employee will receive compensation at the rate of one and one-half (1-1/2) times the employee's regular compensation rate for all meetings where attendance is required and said meeting goes beyond the employee's normal workday.
- H. Time off, within reasonable limits, without loss of pay, will be granted to members who attend Association sponsored workshops that provide contact hours for continuing education. Such time will be drawn from time off available to an employee as provided in C. above.
- I. Bargaining unit members who are elected or appointed to positions within the Association that enable the member to participate in activities that will promote and enhance the profession of nursing on a statewide or national level will be eligible to draw from a bank of one-hundred (100) hours on an annual basis. Such time will be prescheduled. One-hundred (100) hours will be available beginning with calendar year 2000.

3.06 Appointment to Position.

Any appointment to a position will entitle an employee to a written notice that will include the salary rate, starting date, shift, breakdown of differentials and a copy of the job descriptions. A copy of employees' handbook and contract, the latter supplied by the Association, shall be given. Employer will make available to new employees appropriate forms and information regarding membership in the Association.

Employee transfer requests will be acknowledged by the appropriate manager within two (2) weeks, unless he/she is unavailable due to absence. The Nursing Director will make every effort to release promoted or transferred employees within thirty (30) consecutive days of receipt of the notice of transfer or promotion. Where an employee has been accepted for a position, that

employee will be assigned to that position subject to the successful completion of the probationary period.

Job Descriptions shall be distributed to all employees at their orientation. Job Descriptions will be made available by respective Supervisors and shall define those titles which appear in Schedule A, paragraph A-1.01.

3.07 Staffing.

Every effort will be made to provide appropriate personnel for each nursing care unit commensurate with the patient care requirements, staff expertise, availability of support services and method of patient care delivery.

The admission system will support participation from the nursing service in coordinating patient requirements for nursing care with available resources.

Should persistent shortages or problems in providing appropriate patient care be identified, the Employer will take the necessary steps to resolve these problems.

Nursing management will consider staffing patterns in evaluating incidents that occur on patient care units.

In the event a registered nurse determines in his/her professional opinion that he/she has been given an assignment that does not allow for appropriate patient care, he/she shall notify the Supervisor or designee who will then come to the Unit to assess the staffing. Such assessment shall be documented with a copy given to the employee. After notification to the supervisor or designee the RN may file a Protest of Assignment (POA).

Staffing Levels/Nurse-to-Patient Ratios

Recognizing the importance of adequate staffing for the provision of quality patient care, the Employer and the Association recognize that there should be an appropriate number of staff on each unit. Staffing levels shall be based, in part, on an assessment of the patients on the unit, the unit's average daily census/visits, and the competency of the personnel on the unit.

Staffing patterns and staffing distribution are designed to meet the nursing care needs of groups of patients within the framework of pertinent institutional factors and resources.

The parties agree that the determination of staffing needs is a constant, dynamic process influenced by a number of factors including: patient acuity, technology, unit and hospital census, standards of professional practices, resources, competency of staff, staff mix, productivity, vacancies (including leaves of absence, vacation, etc.), unplanned absences (including sick calls, emergencies, etc.), service specialty, nature of services, needs and acuity of both the Hospital and unit patient population, and applicable federal, state, local and JCAHO regulations.

The Association and the Employer have agreed to implement the following Staffing Levels/Nurse-To-Patient Ratios (the "Ratios") effective on ratification of the 2005-2009 contract.

TYPE/UNIT	SHIFT	STAFFING LEVELS & REGISTERED NURSE-TO-PATIENT RATIOS
CTICU (E)	ALL	1:2
9S (E)Medicine	ALL	1:7
9N (E)Medicine	ALL	1:7
10S (E)Medicine	ALL	1:7
8S (E)Telemetry	ALL	1:6 (Telemetry/Med-Surg. 1:4 Stepdown)
8N (E)Cardiology	ALL	1:6
11N (E)Ortho	ALL	1:3/1:4 Stepdown Levels 1:6 Med/Surg.
10N (E)Surgery	ALL	1:7
CARDIAC CATH LAB (E)	DAILY	5 RNs
RADIOLOGY (E)	DAILY	4 RNs
11S (E)Oncology	DAY NIGHT	1:6 1:7
NICU (E)	ALL	1:2 Intensive Care Area 1:4 Intermediate Area
6S / 5S/newborn nursery (E)Maternity	ALL	1:10 with 1-2 RNs in the Nursery
6N (E)L&D	7A - 7P 7P - 7A	11 RNs 11 RNs
Endoscopy (E)	Daily	7 RNs
AMB/SURG (E)	ALL	ASPAN Guidelines
PACU (E)	ALL	ASPAN Guidelines
MSICU (E)	ALL	1:2
2N (E)Rehab	ALL	1:7
DIALYSIS (E)		1:3
ADULT ED (E)	7A 11A 7P	6-7 RNs 3 RNs 6 RNs
Day Hospital (CHAM)	ALL	ASPAN Guidelines
Peds Dialysis	D E	2 RNs 2 RNs
CSICU (M)	ALL	1:2
N6A (M)ICCU	ALL	1:5, 1:4 Stepdown
N6B (M)ICCU	ALL	1:5, 1:4 Stepdown
CCU (M)	ALL	1:2
MICU (M)	ALL	1:2
SICU (M)	ALL	1:2
OSCU (M)	ALL	1:5
NW8 (M)Neuro	ALL	1:6
STROKE UNIT/NW8 (M)	ALL	1:4
CHAM 10 EPI (M)	ALL	2 RNs & 1 LPN
CHAM 6 (M)Adolescent	ALL	1:5
PICCU (M)	ALL	1:2
CHAM 8 (M)Infants	ALL	1:5
CHAM 9 (M)Child Oncology	ALL ALL	1:5 1:3
RD (M) Family Practice & Palliative Care	ALL	1:7

RADIOLOGY (M)	DAY EVE	6 RNs 2-4 RNs
AMB/SURG (M)	ALL	ASPAN Guidelines
PACU (M)	ALL	ASPAN Guidelines
GIS (M)	DAILY	12 RNs 3 LPNs
RJ Pulmonary (M)	ALL	1:6
PCU(M)	ALL	1:3:1:2
N7AW (M)Ortho	ALL	1:7
N7AE (M)Vascular Transplant	ALL	1:7 – Med/Surg. 1:6 – Transplant 1:3 – Transplant 1 st 24 hours Post op
N7B (M)Surgery	ALL	1:3/1:4 Stepdown 1:6 Med/Surg.
NW4 (M)Oncology	ALL	1:5
Same Day (M)	ALL	ASPAN Guidelines
K4 (M)Medicine	ALL	1:7
K5 (M)Medicine	ALL	1:7
K6 (M)Medicine	ALL	1:7
K7 (M)Medicine	ALL	1:7
K8 (M)Medicine/AO	ALL	1:7
RB (M)Medicine/AO	ALL	1:7
K2 (M)Psych	DAY NIGHT	3 RNs 2 RNs + 1 LPN
DIALYSIS (M)		1:3
CARDIAC CATH LAB (M)	Table of organization	18 RNs 11 Techs
PEDS ED (M)	7A 10A 12P 7P	4 RNs 1 RN 2 RNs 5 RNs
ADULT ED (M)	DAYS EVE NIGHTS	11 RNs 6 RNs + 1 LPN Fast Track 11 RNs
POS (M)	ALL	1 RN + 1 Tech

Meetings

Recognizing the importance of communications in the monitoring, assessment and adjustment of staffing levels on an ongoing basis, the parties agree to the following:

1. Each month the Hospital will provide NYSNA with relevant data regarding the staffing levels in each nursing unit.
2. All nursing units will discuss staffing issues at least once per month at the regularly scheduled nursing unit staff meeting. Staff RNs will be encouraged to participate and partner with Nurse Managers on issues resolution. Any unresolved issues may be brought by NYSNA for review at Care Center leadership meetings on an expeditious basis.
3. At each monthly Care Center Leadership meeting one hour will be dedicated to address and resolve those outstanding staffing issues identified by

NYSNA in writing to the Care Center Clinical Director of Nursing at least one week when possible prior to the scheduled meeting. Staff RNs selected by the nurses on the unit and a NYSNA representative will participate in all discussions.

Data review at these meeting may include but not be limited to recent staff schedules, staffing levels, protests of assignments (POA), admission/discharge logs (Weiler), adjustment sheets (Moses), payroll sheets, sick calls, LOAs, voluntary and mandatory overtime, management assessment of POAs, ancillary assignment staffing sheets, census per shift, daily census and other data relevant to staffing.

4. Any staffing issue not resolved at the Care Center meetings may be brought forward by the parties to the monthly Labor Management meeting for discussion and resolution.
5. The Resolutions reached by the Employer and Association at any of the foregoing stages of this process may result, as an example, in the addition or adjustment of personnel resources.
6. NYSNA General Representatives may attend any of the above meetings.

Mediation

Either party may request the assistance of a Federal mediator to help resolve issues. A NYSNA General Representative will attend meetings with the mediator.

Grievance

Notwithstanding anything in this Agreement to the contrary, in the event a grievance arises concerning compliance with the Ratios, the grievance may be adjusted in accordance with the following procedure. The Association may submit a grievance in writing to the Senior Vice President of Operations. If no resolution of the grievance is obtained within fourteen (14) calendar days of the grievance submission, the Association may submit the grievance to arbitration by sending a written demand to the Employer's Vice President for Human Resources within twenty-one (21) calendar days of the conclusion of the fourteen (14) day resolution period.

The grievance shall be heard by the arbitrator with the first available date selected from the list of five (5) mutually agreed upon arbitrators listed in Exhibit B.

The arbitrator's authority will be limited to determining whether the Employer has failed, without justification, to adhere to the Ratios. A decision will be rendered within thirty (30) calendar days from the close of the hearing.

Isolated incidents of understaffing or isolated failures to comply strictly with the Ratios will not be considered by the arbitrator as evidence of understaffing. The sole remedy the arbitrator is empowered to award is a directive to the Employer to adhere to the Ratios.

In the event the Employer intends to (a) change a nursing unit's specialty or mix of patients (the "Affected Unit") or (b) open a new nursing unit (the "New Unit"),

the Employer will notify the Association in writing of such intention. Within ten (10) calendar days of the notification date, the Employer's Chief Nurse, together with the Director of Nursing and Nurse Manager of the Affected Unit or New Unit, will meet Association representatives and staff nurses of the Affected Unit or New Unit, to discuss the Ratio of the Affected Unit or the New Unit.

Following such discussion, the Employer's Chief Nurse will determine and implement the nursing unit's Ratio based on the factors set forth in the second and third paragraphs following the heading "Staffing Levels/Nurse-To-Patient Ratios" in this section 3.07 (the "Factors") and the Ratios for similar nursing units.

Notwithstanding anything in this Agreement to the contrary, in the event the Association disagrees with the Chief Nurse's decision, the disagreement may be submitted to arbitration in accordance with the following procedure. The Association may submit a grievance in writing to the Senior Vice President of Operations within ten (10) calendar days of the Chief Nurse's decision. If no resolution of the grievance is obtained within fourteen (14) calendar days of the grievance submission, the Association may submit the grievance to arbitration by sending a written demand for arbitration to the Employer's Vice President for Human Resources within twenty-one (21) calendar days of the conclusion of the fourteen (14) day resolution period. The grievance shall be heard by an arbitrator selected as set forth above. The issue to be determined by the arbitrator will be "Is the Employer's Ratio consistent with the Factors and Ratios for similar nursing units?" If the arbitrator finds the Ratio is not consistent with the Factors and the Ratios for similar nursing units, then the sole remedy the arbitrator is empowered to award is a directive to the Employer to reassess its Ratios.

The following provisions will be applicable to the Dispute resolution mechanisms described in this section 3.07.

- a. The decision of the arbitrator will be final and binding on the parties.
- b. If the grievance is not submitted within the time period specified, it will be barred. The parties may extend the specified time period by mutual agreement in writing.
- c. The arbitrator shall not have any power to add to, subtract from or otherwise amend this Agreement.
- d. The fees and expenses of the arbitrator will be shared equally by the parties.

4. EMPLOYEE STATUS

4.01 Classification.

An employee will be classified as (a) regular, (b) regular part-time, (c) per diem, (d) per visit, or (e) temporary.

4.02 Regular Employee.

A regular employee is an employee who has completed the probationary period and works thirty-seven and one-half (37-1/2) hours or more per workweek. A regular employee will be eligible for all benefits under this agreement.

4.03 Regular Part-Time Employee.

An employee who has completed the probationary period and regularly works at least thirty-seven and one-half (37-1/2) hours in a pay period is a regular part-time employee. This employee can be counted on by the Employer to fulfill, on an annual basis, a schedule established by the Employer and communicated to the employee. A regular part-time employee will be eligible for pro rata benefits and will accrue seniority, sick time, holiday, and vacation based on actual hours paid up to full-time.

4.04 Per Diem Employee.

An employee who is not employed on a regular basis, but who works on a day to day basis as needed by Employer is a per diem employee. Transfer to regular part-time or full-time status must be requested in writing and approved by the Director of Nursing. These employees shall be eligible only for the salary schedule and grievance procedure and shall not be eligible for any benefits. Per Diem employees will be given one and one half (1 1/2) hours' notice of cancellation of a scheduled shift or they will be paid for that shift.

Per diem employees will be paid for work performed on any of the eight (8) holidays designated in Section 7.01 at time and one half (1-1/2) the appropriate Schedule A-1.04 rate.

4.05 Per Visit Employee.

An employee who is employed on an as-needed basis to work per visit. These employees shall be eligible only for the salary schedule and grievance procedure.

4.06 Temporary Employee.

A temporary employee is one who is so informed at the time of hire and who is hired for a specific project or to replace employees on leaves or vacation and who is hired for a period of up to six (6) months or the duration of such projects, leaves or vacation periods, whichever is greater. The said period may be extended by the Employer at its option up to an additional three (3) months or for the length of the leave of the employee being replaced, whichever is greater. These employees will be eligible for benefits and the grievance and arbitration procedures under this agreement after three (3) months of employment.

If, however, temporary employees are retained beyond six (6) months in continual employment, the accrual of vacation and sick leave will be from the first (1st) day of employment. Temporary employees will receive holiday pay in the same manner as regular employees.

Contributions to the New York State Nurses Association Pension Plan will not be made on behalf of employees unless and until they begin regular employment, in which case such contributions shall commence for the payroll period in which they are made regular.

4.07 Probationary Period.

A regular employee will be on probation until the employee has actually worked four (4) months following employment, excluding time lost for illness and other leaves. The Employer may extend this probationary period up to two (2) months upon notification to the employee and the Association of the reason for such extension. A regular part-time employee shall be on probation for six (6)

months. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at Employer's sole discretion, without recourse to the grievance procedure, but will otherwise be covered by this agreement, except that an employee shall be entitled to grieve contract violations upon completion of the probationary period.

4.08 Post-Probationary Discipline.

An employee will be demoted, suspended, otherwise disciplined or discharged only for just cause. The Employer will notify Association and the Council of Nursing Practitioners in writing within forty-eight (48) hours of discharge or suspension and the reason for it. Although counseling is not a step in the disciplinary process, an employee called to a counseling or a disciplinary conference may elect to have a representative of Association or the Council of Nursing Practitioners present at said conference. For discharge or suspension, at least twenty-four (24) hours' notice of meeting time must be given to the employee except when mutually agreed to by Employer and employee. Disciplinary conferences for discipline for other than discharge and suspension will be held in a reasonable amount of time from date of occurrence.

If the Association desires to contest the discharge or suspension, it shall give written notice thereof to the Hospital within five (5) working days, but no later than fifteen (15) working days from notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step Two of the Grievance Procedure.

On an annual basis, an employee may request a meeting with the Director of Nursing or her designee to review his/her personnel file or employee's departmental file. The intent of this meeting will be to have removed from his/her file documents which are no longer relevant. The decisions to remove such items will be made on a fair and equitable basis by the Director of Nursing or his/her designee. This decision may be grieved but is not subject to arbitration. Upon the request of the employee, all disciplinary records, except for issues which are related to clinical practice, will be removed after three (3) years, provided there are no further occurrences during that time. Anecdotal notes will be discarded following presentation of individual annual performance appraisals.

4.09 Seniority: Definition.

There will be one type of seniority: Bargaining Unit Seniority.

Bargaining unit seniority is defined as the length of time an employee has been continuously employed by Employer.

4.10 Seniority Accrual and Acquisition.

An employee's bargaining unit seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's latest employment date.

RNs hired prior to NYSNA representation and covered by the initial agreement, will have seniority based on that date of hire.

Employees may not accrue more than one (1) year of seniority within a year.

Employees may not accrue seniority while in Per Diem or Fee-for-Service status.

Employees will accrue seniority while utilizing paid leave time.

Effective August 15, 1993 – Employees will accrue seniority for the first 12 weeks of any unpaid leave.

4.11 Loss of Seniority.

An employee's seniority shall be lost when the employee: (a) terminates voluntarily, (b) is discharged for cause, (c) willfully exceeds an official leave of absence, (d) is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less, (e) fails to return to work on a recall from layoff, within a reasonable time after the Employer has sent notice to return by certified mail or letter to the last address furnished to the Employer by the employee, unless the employee has a valid reason for inability to respond, (f) fails to return from Per Diem or Fee-for-Service status to full or part-time status within twelve (12) months, or (g) fails to return to bargaining unit status from a non-bargaining unit RN position within one (1) year. (h) notwithstanding (g), prior to January 15, 1996, seniority was neither lost nor accrued during uninterrupted employment of an RN at Montefiore Medical Center in a non-bargaining unit position.

4.12 Seniority: Application.

Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this agreement.

Vacation time selection on each identified patient unit will be based on bargaining unit seniority where separate seniority lists will be maintained. Bargaining unit seniority will apply to position elimination, displacement, layoff and recall.

4.13 Seniority: Lists.

Employer will, on execution of this agreement, and every year thereafter, by October 1, post and furnish the Association with seniority lists and will correct such lists from time to time as may be necessary. The posted list will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from presentation to the Association, or, if the employee is on absence leave or vacation, or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

4.14 Promotions.

In filling vacancies, Employer will give first opportunity successively to: (a) regular employees and (b) regular part-time employees.

Where a promotional vacancy in a bargaining unit position occurs and two (2) or more employees are under consideration for such vacancy, the Employer shall promote the most competent employee as determined by the Management. Disputes under this provision shall be subject to the grievance procedure only if the questions involve an arbitrary or discriminatory decision of the Management.

An employee who is promoted within a clinical division within the same constituent unit, will serve a probationary period of sixty (60) working days. All other probationary periods for promotions will be four (4) months. An employee who is promoted shall not suffer a loss of pay, benefits or bargaining unit seniority as a result of such change.

If the employee is removed from the new position during the probationary period, the employee shall be permitted to return to the employee's former position or his/her choice of first available comparable position without loss of other benefits excepting that if the employee is discharged, such discharge shall be subject to the Discharge and Penalties stated in paragraph 13.01 of this agreement. Additionally, during said probationary period, an employee shall be returned to his/her former position upon his/her request without loss of seniority or other benefits.

4.15 Lateral Transfer.

Where a vacancy occurs in a bargaining unit position, an employee with a satisfactory work record and with at least one (1) year of service in his/her present position may request, in writing, a transfer to fill such a vacancy provided that the employee has the necessary qualifications as determined by the Director of Nursing to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any clinical unit.

Employee transfer requests will take place as set forth in Section 3.06.

An employee who is laterally transferred will serve a sixty (60) workday probationary period. The transferred employee shall not suffer a loss of pay, benefits, or bargaining unit seniority as a result of such change.

If the employee is removed from the new position during the probationary period, the employee shall be permitted to return to the employee's former position or his/her choice of first available comparable position without loss of other benefits excepting that if the employee is discharged, such discharge shall be subject to the Discharge and Penalties stated in paragraph 13.01 of this agreement. Additionally, during said probationary period, an employee shall be returned to his/her former position upon his/her request without loss of seniority or other benefits.

4.16 Posting of Available Positions.

Each constituent unit will post and maintain a current listing of available unit positions and shifts for all constituent units covered by this agreement in a central location at the unit. Said list should be updated at least once per month. All vacancies will be available exclusively to bargaining unit members for fifteen (15) work days from the date of the posting. Employees regularly assigned to the unit will be given first preference for all purposes except promotion.

4.17 Bargaining Unit Work.

Except for certification, training, experimentation, emergencies or when bargaining unit members are unavailable, nursing management will not routinely perform those duties normally performed by members of the bargaining unit.

5. WORK TIME

5.01 Normal Workday.

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workday will be seven and one-half (7-1/2) consecutive work hours, excluding any scheduled meal period.

5.02 Normal Workweek.

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workweek will be thirty-seven and one-half (37-1/2) hours in five (5) workdays, and the employee will have two (2) days off in each workweek. The workweek begins 12:01 a.m. Sunday and ends midnight Saturday.

5.03 Alternate Work Schedule.

Employer and Association will permit alteration of the normal workday and workweek to permit other systems and scheduling of work time. Changes in the workday (5.01) or workweek (5.02) for the purpose of instituting an alternative work schedule shall be permitted at its inception after the mutual agreement of the Employer and the Association. Also see Addendum F.

5.04 Work Obligation: Employee.

An employee will work hours assigned and such additional reasonable hours as Employer may request. See Addendum D.

5.05 Work Schedules.

Employer will post a bi-weekly work schedule not more than thirty (30) days or less than twenty (20) days in advance of the beginning of the work period. This schedule may be changed only for good and sufficient reason.

An employee will not be required to work more than twenty-four (24) complete (two days) weekends per year. If an employee is scheduled to work one day on a weekend, the weekend will be considered complete unless the employee requests or volunteers to split the weekend. An employee will not be scheduled to work more than two (2) weekends in a row. The Employer will make a good faith effort for the employee to have every other weekend off. Weekends begin with the day tour on Saturday, unless otherwise agreed.

An employee hired into a position which was posted with a better benefit will keep that benefit as long as he/she remains in that Position (see 5.07 B.1). Employees who are hired or transferred into a position and maintain a better benefit for twenty-four (24) months will keep that benefit as long as they remain in that Position. Employees who move between part-time or full-time status may carry their better benefit with them by mutual agreement. Employees who volunteer to work weekends will not jeopardize their better benefit.

Effective March 10, 2000: (1) employees who enjoy a weekend better benefit will maintain that benefit subject to the above conditions; (2) employees will not be entitled to achieve new weekend better benefits. (See Addendum R).

5.06 Overtime Work: Compensating Time Off.

Except with mutual consent of Employer and employee, Employer will not require an employee to take compensatory time off in lieu of overtime pay.

Effective March 1, 1986, compensatory time will be earned at the premium compensation rate.

5.07 Position Elimination/Employee Displacement/Layoff.

A. Notification

The Employer will officially notify the Association no less than forty-five (45) calendar days prior to any position elimination/displacement/layoff. The notification date shall be the date that establishes the seniority list. A seniority list and applicable Available Position List(s) will be included with the notification.

The Employer will discuss the impact of layoffs and elimination of positions with the Association prior to the issuance of the forty-five (45) calendar days notice.

The purpose of the notification will be to achieve two (2) goals. First, to allow the parties time to meet and discuss alternatives to position elimination such as job sharing, voluntary LOA, separation incentive, and contractual adjustment. Secondly, if position elimination cannot be avoided, the parties will work towards achieving the least amount of workplace disruption as possible.

B. Definitions:

1. Position – a regularly scheduled job assignment designated by shift, schedule (flex/standard), unit and title performed by a full or part-time employee. In the event modifications to job assignments cause the Employer to change the unit's Clinical Division, those positions will be considered eliminated. However, prior to implementing the displacement procedure, employees, based on seniority, will have the option to voluntarily choose the newly modified positions.
2. Comparable Position Vacancy – a vacancy with the same schedule (flex/standard) status (FT / PT), shift, title, clinical division and the reasonable expectation that a nurse can become proficient with one month of education.
3. Available Position List – a list of positions available to a displaced employee.

There are three types of available position lists, A, B, C.

The Available Position List(s) will not include positions that have either been promised in writing to an employee through the transfer process or positions that have not yet been offered to employees through section 4.16 "Posting of Available Positions."

For purposes of displacement, these positions will not be deemed as probationary unless the employee is a new associate serving a new associate probationary period.

- A. A list that includes Comparable Position Vacancies that equal or exceed the number of displaced employees must in addition include all vacant positions, throughout the Medical Center and Per Diem Converted position vacancies within the Clinical Division.

- B. A list without sufficient Comparable Position Vacancies will include, in addition to the vacancies on List A, all probationary employees and least senior employees in the clinical division or within the constituent unit.

The least senior employee list equals the number of displaced employees who have not chosen a position.

- C. The list of employees displaced from a constituent unit will include all vacant positions, probationary employees and per diem converted positions in the Medical Center.

4. Per Diem Converted Position – is a position that is declared a vacancy when, during the immediately preceding 12 months it has been regularly occupied by per diem employees. In addition, there must be a reasonable expectation that in the near future a full or part time employee will not be returning from leave to occupy the position.

The creation of a new position will not increase the total number of scheduled hours on the unit, provided also the displaced nurse must accept the work schedule as was required of the per diem nurse.

5. Displaced Employee – an employee whose position has been eliminated, or has been bumped. Displaced employees do not have to take a position, they can choose to be laid off.
6. Qualified – an employee is qualified for a position if he/she meet the minimum requirements.

Employees may choose any position for which they are qualified, from the appropriate Available Position List.

The Director of Nursing will determine minimum requirements and such determinations will not be arbitrary or capricious.

7. Clinical Division – See Addendum K
8. Orientation – an educational program, designed to bring the individual to a point where he/she can independently provide appropriate quality care.
9. Seniority – all seniority is bargaining unit seniority. All choices and decisions are made by displaced employees based on seniority.

C. Procedure:

When employees occupy positions that are being eliminated the following procedure will be followed:

1. The Employer will identify the Positions being eliminated.
2. Each displaced employee will be given the appropriate Available Position List: A, B OR C.
3. Displacement within a unit will be by seniority. If an abolished position is occupied by someone other than the least senior employee in the unit, then the displaced nurse(s) may assume the position of the least senior nurse in the unit.
4. Employees displaced from a unit may choose from the available position list "A", derived from a clinical division. If an "A" list is unavailable,

choices are from a "B" list. Employees displaced from a clinical division may choose from a constituent unit Available Position "B" list. Employees displaced from a constituent unit may choose from the Available Position List "C".

Available position lists are adjusted as each employee makes a decision. In no case within each step of the displacement process will a more senior employee be bumped while a less senior remains in position.

D. Education / Orientation:

Employees who are displaced will have the opportunity for an orientation to their new position based on individual clinical competency. Each employee will have input into the development of his/her individual orientation plan. A copy will be given to the employee and the Association upon their request.

Employees on orientation will be assigned a preceptor and receive didactic instruction, as determined by the mutually developed orientation plan.

Employees who do not successfully complete the orientation may have their orientation extended, may transfer with the concurrence of the Director of Nursing or may accept layoff in accordance with this section.

E. Terminal Benefits and Recall:

Employees affected by layoff who can not be immediately placed in a position throughout Montefiore Medical Center will receive the terminal benefits in section 10.01 and be placed on recall.

Employees who are able to obtain a position through the recall procedure or otherwise within twelve (12) months will be considered to have taken a leave of absence solely for the purpose of determining pay, benefits and seniority.

F. Terminal Benefit – Education Reimbursement

Employees who receive terminal benefits may sign up for an Employer Recruitment education program that will be negotiated with the Association and follow the concept of employees pursuing education in an area of Employer need in exchange for Employer assistance and an opportunity for re-employment. Application of Section 5.07 will not be delayed pending negotiations over this education program.

G. Miscellaneous:

1. An employee who is subject to layoff will receive fifteen (15) workdays notice or compensation to the extent such notice is deficient.
2. In no case can a less senior employee bump a more senior employee.
3. Employees on new hire probation can not bump.
4. Employees on a LOA whose return to work could be affected by the above procedures, will be contacted in a timely manner that allows them to participate in the process.
5. When a vacancy occurs prior to actual transfer, on a unit where a position was eliminated, and an RN was displaced solely because of this position elimination, then, an RN on that unit, starting with that employee with the most seniority, will not be displaced.

6. Notwithstanding the one year service requirement in the first paragraph of Section 4.15 Lateral Transfer, a displaced employee on a one time basis per displacement, need not wait one year before requesting a transfer pursuant to 4.15.

5.08 Position Elimination of Titles other than Staff Nurse

In all cases, Employees may not displace other employees if comparable Position Vacancies are available. An Employee may only assume a position for which he/she is qualified.

A. Assigned to a Unit

The employee whose position is eliminated can use seniority to displace the least senior employee in the same title or the least senior staff nurse on the unit.

B. Not assigned to a unit or displaced from a unit.

The employee whose position is eliminated can use seniority to displace the least senior employee in the same title or the least senior staff nurse in the Clinical Division.

C. Displaced from Clinical Division.

The employee whose position is eliminated can use seniority to displace the least senior employee in the same title or least senior staff nurse, in *constituent unit*.

D. Displaced from constituent unit.

Employees displaced from a Constituent Unit are given list "C".

5.09 Recall from Displacement/Layoff.

Whenever a vacancy occurs in a title within a Clinical Division, employees from the Clinical Division who are on displacement/layoff in the title shall be recalled in accordance with position seniority in the reverse order in which they are displaced/laid off.

If a vacancy occurs in a title where no employee in that title from the Clinical Division has recall rights, then the laid off employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be called, and so on.

Probationary employees who have been laid off have no recall privileges.

Part-time employees on layoff shall have recall rights to regular positions only if they are willing to work the required full-time schedule of hours.

Employees will remain on the Recall from Displacement/Layoff List a maximum of twelve (12) months.

Employees who do not accept an offered vacancy in their previous clinical division and shift will lose their right to recall.

5.10 Regular or Regular Part-Time Employees on Temporary Assignments.

A regular or regular part-time employee either subject to layoff or on layoff who accepts temporary assignment to cover a leave of absence will continue to be eligible for all contractual benefits.

Whenever a temporary assignment occurs in a title within a clinical division, employees from that clinical division who are subject to layoff or on layoff in the title shall be offered the assignment in accordance with position seniority, provided said employee has the ability to perform with minimal preparation.

If the temporary assignment occurs in a title where no employee in that clinical division is on layoff or subject to layoff, then the temporary assignment shall be offered to employees on layoff or subject to layoff according to bargaining unit seniority, provided said employee has the ability to perform with minimal preparation.

Each temporary assignment shall not exceed a period of six (6) months, and may be created to cover temporary absences only.

Employees who accept temporary assignments will be immediately eligible for pension contribution and benefits.

Pre-approved vacation will be granted unless there is a demonstrated and proven impact upon unit operations; and will be addressed during displacement/layoff procedures.

Employees laid off from a temporary assignment will have the one (1) year recall eligibility extended by the time worked in said temporary position. However, employees in temporary positions retain their right to recall in accordance with Section 5.09.

An employee who accepts a temporary assignment will not accrue additional severance pay under Section 10.01.

Use of temporary assignments will be evaluated on an ongoing basis; the parties mutually agree that temporary assignments will not be created in lieu of regular and/or regular part-time positions.

5.11 Replacement.

RN positions will not be converted to non-RN positions unless the following steps are taken:

- a) Employer will notify the Association if it intends to convert an occupied RN position to a non-RN position. Forty-five (45) calendar days' notice will be given to the Association when the position is occupied.
- b) Employer provides the Association with the conversion proposal rationale and job descriptions of the proposed non-RN unit positions.
- c) Employer holds meetings with the nurses impacted by the plan and the Association to receive input regarding the plan to review recommendations.

- d) In addition, the Employer will notify the Association prior to filling a vacant RN position to a non-RN position, and will upon the Association's request, meet to discuss the potential impact.

After following the above steps, if the Employer decides to go forward with the conversion, it will ensure that no bargaining unit member will be laid off as a result of the conversion and provide continuing education to impacted nurses covering delegation responsibilities and scope of practice.

5.12 Layoff

Employees will not be laid off except in the event of reduction or elimination of: a) programs; b) census/visits; and c) provider contracts.

5.13 Floating.

Employees will not be required to float outside their specialty. Employees who work in a specialty not listed below will not be required to float. Employees may voluntarily float outside their specialties if they are competent to do so. Within an employee's specialty, floating will only take place when there is an emergency or temporary reduction in census on the employee's unit. Under these conditions, supplemental staff will be floated before regular employees.

The floating protocols developed by nurse managers and staff for each unit state, at minimum, the competencies necessary for an employee to function effectively on the unit. Protocols will be reviewed and revised by mutual agreement between the Hospital and the NYSNA Executive Committee as necessary.

The Montefiore Medical Group will be considered a specialty for floating purposes.

If a new unit is established without a designated specialty, it will be placed in the specialty with the most similar skill set.

When an employee is required to float, the following will apply.

1. An employee floated from his/her home unit to another unit will be assigned patients consistent with the unit's protocol.
2. An employee will not be floated more than once per shift. A return to the employee's home unit will not be considered a float. In the event the employee returns to the home unit with less than five (5) hours remaining in the shift, the ANM/ADN will be required to review the assignment for its appropriateness.
3. Employees will be floated within the first hour of the shift when the Employer receives at least two (2) hours advance notice that another employee will not be reporting to work.
4. When the Employer receives (a) less than the two (2) hours' advance notice that an employee will not be reporting to work, or (b) learns that an employee is leaving work during the course of his/her shift, then the employee will be floated within three (3) hours of the Employer's knowledge of such absence. The charge nurse of the affected unit will be notified of the possibility of the float.
5. No employee will be assigned in-charge responsibilities when floating to another unit, unless it is necessary to assign in-charge responsibilities

and said employee is the only registered nurse in the unit capable of performing in-charge responsibilities.

6. An employee floated off of his/her unit will not be mandated to remain on the unit on an overtime basis.

The established specialties are as follows:

Specialties for Purpose of Floating

SPECIALTIES	CONSTITUENT UNITS	
	Moses	Veller/Einstein
Medicine/Surgery	Klau 4-8	11N & 11N Stepdown Unit
	R1 & Pulmonary Care Unit	Oncology & Infusion Center, Rad Oncology 10S, 11S
	RD	2N Lubin Rehabilitation
	NW4, Oncology Special Care Unit, Laminar Air Flow	9S, 9N, 10N
	Oncology & Infusion Center Radiation Oncology*	
	N7B & N7B Stepdown Unit	
	N7AE&W	
	NW8*	
	Epilepsy Unit*1	
Critical Care	Post Anesthesia Care Unit	Post Anesthesia Care Unit
	Surgery Center/Pediatrics Day Hospital	Surgery Center
	Medical Intensive Care Unit	Medical Surgical Intensive Care Unit
	Surgical Intensive Care Unit	
	Cardio Thoracic Surgery Intensive Care Unit	Coronary Care Unit – Cardio Thoracic Intensive Care Unit
	Coronary Care Unit	8N&S*
	N6A&B*	
CHAM	Infants	
	Children	
	Adolescents	
	Pediatric Intensive Care Unit*	
	Pediatric Emergency Department*	
Women and Children		Labor & Delivery
		Neonatal Intensive Care Unit
		Mother/Baby, 6S & 5S
		Maternal Fetal Assessment Center
Psychiatry	Klau 2 Psychiatry, Psychiatric Observation Suite	

*Employees will be floated and assigned within their specialty based on patient care needs and their level of clinical competence as defined by protocols.

In the event the Epilepsy Unit is transferred from the Medicine/Surgery specialty to CHAM, it shall be considered part of CHAM for purposes of floating.

5.14 Changing Assigned Hours

When the Employer identifies the potential need for changing assigned hours, it will meet and discuss the issue with the Association prior to implementation.

When work hours are changed, the employees on the unit will, by seniority, be given an opportunity to volunteer to work the shift on a permanent basis. If the shift is not filled on a volunteer basis, then the shift will be filled on a rotating basis by inverse seniority.

6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

6.01 Regular Compensation Rate.

An employee's regular compensation rate, as stated in Schedule A of this agreement, will apply to all work up to thirty-seven and one-half (37-1/2) hours in a workweek. An employee's regular compensation rate will include any shift differential, experience differential, educational differential and certification differential to which the employee is entitled pursuant to paragraphs 10.03, 10.04, and 10.05 of this agreement.

6.02 Premium Compensation Rate: Overtime Work.

An employee's compensation rate for work exceeding thirty-seven and one-half (37-1/2) hours in a workweek will be one and one-half (1-1/2) times the employee's regular compensation rate. For this paragraph's purpose, an employee's workweek will be deemed to include time compensated for holidays, personal days, vacation days, paid sick leave days, leave for death in family, marriage leave, paternity leave, adoption leave and jury duty leave pursuant to paragraphs 7.01, 7.04, 7.05, 7.09, 7.11, 7.12, 7.13, 7.14 and 7.15, but will not include time compensated under paragraphs 10.07 and 10.08, on-call pay. Employer will continue present practice with regard to compensatory time off in lieu of overtime for certain employees at the Comprehensive Health Care Center except for an employee as defined in Section 16.01 (f) 1.

Employees in positions which are defined as not eligible for premium compensation rates (See Section 16.01 (f) 1.) will be eligible for premium compensation rates at time and one-half (1-1/2) their individual rates of pay, for work performed in a job title which is eligible for premium compensation (see Section 16.01 (f) 2.). Such payment will only be made when an employee has fulfilled his/her work schedule or work assignment in his/her regular classification.

6.03 Premium Compensation Rate: Limitations.

If more than one type of premium compensation rate would otherwise apply to the same work, only the highest of these will be paid.

6.04 Pay Period.

Frequency of payment shall continue as heretofore.

6.05 Paycheck Explanation.

Effective with the first payroll period following January 15th and August 1st of each calendar year, the Employer will provide each full and part time employee with a record of biweekly compensation that includes base salary, experience, education, certification and shift differentials, and the date from which experience is calculated.

6.06 Paid Time Off Summary.

Effective not later than September 1, 2006 the Employer will give or make available to each employee on a monthly basis a record of paid time off that would include the following information:

Paid time broken down by category that shows time available, accrued, used and lost; days worked when any additional compensation was earned (e.g., OT, Mandatory OT, Charge Pay); all days worked and all paid time off.

Time cards will be available from an employee's manager upon request.

7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

7.01 Holidays: Designation.

Each regular employee will be entitled annually to the following holidays for a maximum of sixty (60) hours annually, effective the date of hire:

January 1	July 4th
Dr. Martin Luther King Jr's Birthday	Labor Day
Presidents Day	Thanksgiving Day
Memorial Day	December 25

A regular part-time employee will receive a proportionate benefit under this paragraph.

7.02 Holidays: Entitlement.

Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, the Hospital agrees to distribute holidays off on an equitable basis and consult with the employee as to preference.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an additional normal workday's regular pay or a normal workday off at the regular compensation rate within thirty (30) days of the holiday. If a holiday falls during an employee's vacation, at the option of the Employer, the vacation may be extended by one (1) normal workday, or the employee may receive an extra normal workday's pay at the regular compensation rate, or a normal workday off at the regular compensation rate. In making the determination, the Employer will take into consideration the employee's expressed preference.

If an employee is absent the scheduled workday before and/or the scheduled workday after the holiday (as set forth in 7.01) is legally observed, the Employer may demand proof of illness. The Employer may deny pay for such holiday if proof is requested and not furnished.

Christmas Eve and New Year's Eve will be equitably distributed. They are not paid holidays.

7.03 Holidays: Pay or Equivalent Time Off.

An employee who is not scheduled to work on a holiday will be paid at the employee's regular compensation rate. An employee, who is scheduled to work on any of the eight (8) holidays, shall be paid for work performed on that day at the rate of one and one-half (1-1/2) times the employee's regular compensation rate. In addition, the employee shall receive an additional normal workday off at the regular compensation rate by the end of the year. If the Employer is unable to schedule accrued holiday time by the end of a calendar year, then by March 31st, with mutual agreement between the Employer and the employee, the Employer may schedule the time or make payment at the regular compensation rate, otherwise one-half of the accrued time will be scheduled and one-half will be paid, in lieu thereof at the regular rate of pay. The day on which the holiday is legally celebrated shall be the day on which holiday premium pay is paid to an entitled employee.

However, for holidays with a date specified in Section 7.01, the holiday premium pay entitled employees shall be paid on that specified date.

7.04 Personal Business Days and Voting Privileges.

A regular employee shall be entitled to thirty (30) personal hours at the employee's regular compensation rate, except an employee at the Weiler Hospital of the Albert Einstein College of Medicine shall be entitled to thirty-seven and one-half (37-1/2) personal hours. Personal days shall be scheduled in advance and with the approval of the Employer. Subject to Employer's operating requirements, personal days can be taken with vacation. Once scheduled, personal days shall not be cancelled except in an emergency. A regular part-time employee shall receive a proportionate benefit under this paragraph.

If the Employer is unable to schedule an employee's accrued personal time by the end of the calendar year, then by March 31st of the following year, with mutual agreement between the Employer and the employee, the Employer may schedule the time or make payment at the regular compensation rate, otherwise one-half (1/2) of the accrued time will be scheduled and one-half (1/2) will be paid in lieu thereof at the regular rate of pay.

In the event an insufficient amount of time to vote exists as defined by applicable State or Federal Law, before or after an employee's scheduled shift, the employee shall be granted the requested time off with pay at the beginning or end of the shift, as determined by the Supervisor, in order to comply with the applicable law.

When an employee is unable to reach the work location due to an emergency situation as defined by Employer, an employee may elect to take a personal business day for this day.

7.05 Vacations: Amount.

A regular employee with less than five (5) years continuous employment will receive annually 150 hours paid vacation and a regular employee with more than five (5) years continuous employment will receive annually 187.5 hours

paid vacation. A new employee may elect to take 75 vacation hours after six (6) months employment. An employee with less than six (6) months employment shall not be entitled to vacation. A regular part-time employee will receive a proportionate benefit under this paragraph.

Any employee who upgrades to an RN position will suffer no loss of vacation entitlement or amount.

7.06 Vacations: Pay.

An employee entitled under paragraph 7.05 of the current agreement will be paid for vacation at the employee's regular compensation rate.

Vacation pay shall be given prior to starting vacation provided such request is received in writing at least three (3) weeks in advance. Separate checks will be provided.

7.07 Vacation: Entitlement.

The vacation eligibility dates shall be based upon the employee's anniversary date. No unpaid absence shall be deemed or considered as time worked in the computation of vacation pay. Where an employee has been absent without pay, the vacation pay shall be prorated on a percentage basis; for example, the period of time actually worked as that period relates to the period of vacation pay due the employee. An employee who has resigned with appropriate notice or who has been discharged, except for cause, and who has not received the entitled vacation shall receive a vacation allowance, the amount of which is to be calculated in accordance with paragraph 7.05.

7.08 Vacation: Scheduling.

The vacation period will be the entire year subject to the needs as determined by the Director of Nursing Service and an employee will, subject to Employer's operating requirements, have his/her choice of vacation time including singular days. No part of an employee's scheduled vacation may be charged to sick leave. Each employee will be given the opportunity to take his/her full vacation entitlement each year. After accrued vacation becomes available on an employee's anniversary date, the employee will have it available to him/her for fourteen (14) months after that anniversary date. A weekend off will be added to the start and finish of any vacation of one (1) week or more.

When scheduling vacation for the following calendar year, employees will be allowed to use accrued vacation time. Not more than a total of two (2) weeks may be scheduled during the months of July and August.

7.09 Sick Leave: Entitlement and Amount.

A regular employee, after thirty (30) days employment shall be entitled to paid sick leave earned at the rate of seven and one-half (7-1/2) hours for each month of employment up to a maximum of ninety (90) hours per year.

An employee may accrue sick leave to a maximum of 900 hours. A regular part-time employee shall receive a proportionate benefit under this paragraph.

On October 31 of each year, employees who have accrued more than 450 hours in their bank of sick hours may request in writing to receive one (1) regular hour's pay for all hours (or any portion of the hours) in excess of 450 hours in their bank.

Payment will be limited to the number of hours accrued but not used during the twelve (12) month period preceding the request up to a maximum of 90 hours per year.

An employee who has accrued 90 hours in his/her sick bank as of October 31st of each year will be eligible on the following October 31st to be paid for all sick hours accrued but not used during the calendar year which are in excess of 45 hours. For example, employees with at least 90 hours in their sick bank as of October 31, 1990 will be eligible for reimbursement for all hours accrued and not taken between November 1, 1990 and October 31, 1991 which are in excess of 45 hours.

A part-time employee who has accrued the number of annual hours in the sick bank (determined on a pro rata basis) as of October 31 of each year will be eligible the following October 31 to be paid for all sick hours accrued but not used during the calendar year, which are in excess of one-half (1/2) of the annual accrual. For example, a part-time nurse who works fifty percent (50%) of a full-time schedule accrues forty-five (45) hours annually as of October 31, will be eligible to be paid for all hours accrued and not taken, between November 1, 1993 and October 31, 1994, which are in excess of twenty-two and one-half (22.5) hours.

The total number of hours in the bank will be reduced by the amount of hours which are paid to the employee.

The Employer will make a best effort to make the payment to the employee before December 25th of each year.

7.10 Sick Leave: Pay.

An employee will be paid for sick leave at the employee's regular compensation rate. To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify his/her Supervisor at least two (2) hours before the start of his/her regularly scheduled workday, unless proper excuse is presented for the employee's inability to give notice. Employees who have been on sick leave may be required to be examined by the Hospital's Health Service physician before being permitted to return to duty.

An employee is eligible for sick leave at the regular compensation rate for up to two (2) days per illness in the event the employee's child, spouse, parent or domestic partner (as defined by Montefiore Medical Center) is sick.

Employer may request proof of illness. However, such requests will not be arbitrary and capricious and may not be made if there is no prior formal discipline or indication of abuse.

If an employee resigns or is dismissed or laid off and has exceeded his allowable sick leave, the excess sick leave paid shall be deducted from any monies due him from the Employer at the time of resignation, layoff or dismissal.

Employer shall be permitted to experiment with various methods of payment for non-used sick time, provided that prior notification of such experimentation is given to Association and Council and employees involved suffer no monetary loss.

Following an employee's return to work, the Employer will restore sick leave to an employee's sick bank on a dollar for dollar basis to the extent that the Employer receives reimbursement from the Workers' Compensation and/or short term disability insurance carrier(s).

An employee entitled to receive sick pay for a period when Workers' Compensation benefits or short term disability payments are payable shall receive sick pay up to the employee's regular pay to the extent that it is available in the employee's sick leave bank.

7.11 Leave for Death in Family.

A regular employee, after sixty (60) workdays employment, will be granted a paid leave of absence of three (3) days, except an employee at the Weiler Hospital of the Albert Einstein College of Medicine will be granted five (5) days, in the event of death of the employee's parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law and father-in-law. These days must be taken consecutively within a reasonable period of the day of death or the day of the funeral and may not be split or postponed. An employee will be paid for such days at the employee's regular compensation rate. A regular part-time employee will receive a proportionate benefit under this paragraph.

7.12 Marriage Leave.

A regular employee, after six (6) months employment, will receive a three (3) day paid leave of absence, at the employee's regular compensation rate, in the event of the employee's marriage, to be taken only at the time of marriage. A regular part-time employee will receive a proportionate benefit under this paragraph.

7.13 Parental Leave.

In the event of the birth of an employee's child, a regular employee after six (6) months employment, shall receive a two (2) day leave of absence. Such days will be without pay or deducted from the employee's paid leave bank at the employee's choice. A regular part-time employee will receive a proportionate benefit under this paragraph.

7.14 Adoption Leave.

A regular employee after six (6) months employment shall receive two (2) days paid leave of absence at the employee's regular compensation rate in the event of the adoption of a child. A regular part-time employee will receive a proportionate benefit under this paragraph.

7.15 Jury Duty Leave: Amount.

A regular employee, after six (6) months employment, will be granted leave for jury duty. A regular employee will be paid for such leave the difference between the pay actually received from such jury duty and the pay the employee would have received had he or she worked such days, which shall not include "on-call" jury time when an employee is able to be at work. A regular part-time employee will receive a proportionate benefit under this paragraph.

7.16 Jury Duty Leave: Procedure.

An employee who is summoned, not volunteered, to jury duty will promptly so notify Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly

notify Employer of such release. The Director of Nursing, when he/she deems it advisable, will attempt to have the employee excused from jury duty.

Effective March 10, 2000 any employee who is granted leave for jury duty under Section 7.15 will have his/her schedule converted to a Monday to Friday schedule for the duration of the jury duty assignment, and will work on such days during each week (Monday to Friday) that are not subject to pay for jury duty according to section 7.15 and this section.

7.17 Rest Period.

An employee working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day. An employee who works at least a full half shift shall be entitled to one (1) such fifteen (15) minute rest period.

7.18 Paid Leave of Absence: Limitation.

All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived. An employee will be terminated for obtaining leave by false pretense or for failing to return from a leave. Verification for all paid leaves as described above shall be required upon request.

7.19 Status Report.

An employee may, once during a twelve (12) month period, request, on a form to be provided by the Employer, the amount of accrued but unused time due that employee. The Employer shall return the form, completed, to the employee making such a request, within fifteen (15) days of the date of the request.

7.20 Check Cashing.

Employees shall be afforded a reasonable time during which to cash pay checks.

7.21 Sabbatical.

The Sabbatical Committee will be created by the Executive Nursing Group which will include in its membership a group to be selected from the Medical Center and the outside academic community by the Executive Nursing Group. The Committee will establish the parameters under which projects will be approved and research conducted during the time that a nurse is granted a sabbatical under the following conditions:

1. Ten (10) years of continual service at the Medical Center;
2. Academic preparation at the Master's Degree level in Nursing;
3. The submission of a paper to the Committee regarding the project and possible outcome of the research.

Sabbaticals shall be granted by the Committee for the length of time that the committee determines is required up to a maximum of twelve (12) months, based on project requirements, at three-quarters (3/4) pay.

An employee who is granted a sabbatical leave is required to make a presentation to the Research Committee or Nursing Staff who requests the employee to do so.

An employee granted a sabbatical will sign an agreement with a service commitment equal to the length of the sabbatical.

7.22 Paid Leave and Accrual

Employees on paid leave accrue vacation, holidays, personal holidays and sick time during periods of paid absences.

8. UNPAID LEAVE

8.01 Meal Period.

An employee will have a (1) hour meal period at a reasonable time each day as Employer may assign. The meal period will not be considered time worked. An employee required to change clothes to take meal period shall be entitled to a reasonable additional time to do so. Payment for a meal period not taken will be compensated in accordance with paragraph 6.02 Premium Compensation Rate.

8.02 Personal Leave: Basis and Amount.

On application as required by paragraph 8.03, a regular or regular part-time employee who has completed one (1) year or more of continuous employment, except maternity leave after nine (9) months of continuous employment with Employer, will be eligible for leave of absence:

- a. Up to twelve (12) months for adoption of a child and for maternity (including exposure to radiation or anesthesia);
- b. Up to twenty-four (24) months for education in an accredited institution for each degree sought as a matriculated student;
- c. Up to three (3) months for personal business or, if more than three (3) months is desired, then one (1) year leave of absence for personal business, with no extension;
- d. Up to nine (9) months for personal illness;
- e. Up to twelve (12) months for Association business or employment with Association.

Leaves of absence without pay shall not be unreasonably denied.

An employee on leave of absence of eight (8) weeks or less (three (3) months or less for adoption or personal illness) may return to the same position, unit, title and shift as he/she held prior to taking the leave.

An employee on a maternity leave of absence of four (4) months or less may return to the same position, unit, title and shift as she held prior to taking the leave. Job protection is not extended beyond four (4) months by attaching or including an employee's paid vacation, up to the limit of available paid vacation prior to the leave. However, if the employee becomes disabled for medical reasons while on maternity leave, job protection can be extended up to seven months if the two leaves are contiguous.

Any leaves of eight (8) weeks or more except as above will be filled immediately.

An employee who goes on a leave of four (4) months or less due to job-related illness or injury will be entitled to return to the same position, unit, title and shift as he/she held prior to taking the leave. Employees with ten (10) or more years

of continual service at the Medical Center will be entitled to six (6) months under this provision.

An employee requesting a leave of more than eight (8) weeks but not greater than six (6) months, will be allowed to return to the same position, unit, title and shift without loss of previously accrued seniority if at the time of the leave, or not later than eight (8) weeks from that date, the Director of Nursing is able to provide for temporary replacement. If no temporary replacement can be obtained, the employee retains the right at the end of the leave to return to the first (1st) available opening in the same job title and shift. The right to return to the first (1st) available job title and shift supersedes the displacement, layoff, and recall rights of employees with less seniority in accordance with Section 5.09 Recall. Employee benefits will be continued for a leave of absence of one (1) month or less.

See Addendum Q.

8.03 Personal Leave: Procedure.

An employee desiring leave of absence under paragraph 8.02, except in case of emergency, will apply for it in letter form to the Director of Nursing four (4) weeks prior to commencement of such leave and the Director of Nursing will notify the employee, in writing, of his/her decision promptly. An employee desiring extension of any leave of absence will submit a similar application not later than ten (10) working days before the scheduled expiration of that leave and the Employer will notify the employee of its decision within a reasonable time after receiving such application. Employer will simultaneously notify Association of any leave or extension granted and its duration.

8.04 Personal Leave: Limitation.

An employee will be terminated for obtaining a leave by false pretense or for failing to return from a leave.

The Employer is responsible for notifying employees one (1) week prior to the expiration of an eight (8) week leave or one (1) month prior to the expiration of a leave of more than eight (8) weeks by contacting the employee in writing regarding their return to work.

8.05 Military Leave.

Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.

The Employer will continue dependent medical and dental coverage for up to two (2) months for employees called to active duty.

Effective November 7, 2005 the Employer will continue dependent medical and dental coverage for up to six (6) months for employees called to active duty.

9. MONETARY BENEFITS: HEALTH, PENSION AND LIFE INSURANCE

9.01 Statutory Insurance.

Employer will comply with (a) the Federal Insurance Contribution Act and (b) the New York State Workers' Compensation Law.

9.02 Benefit Plan.

The Employer will provide the bargaining unit with the Montefiore Medical Center Benefits Fund. See Addendum E. The Employer will notify each employee thirty (30) days prior to any change in provider/network.

9.03 Pension Plan.

The Employer will contribute to the New York State Nurses Association Pension Plan, on behalf of each member of the bargaining unit. Effective January 16, 2005, the rate will be six thousand three hundred and twenty-four dollars (\$6,324) per year.

Effective January 16, 2006, the rate will be seven thousand two hundred and seventy-eight dollars (\$7,278).

Effective January 16, 2007, the rate will be seven thousand eight hundred and sixty-six dollars (\$7,866).

Effective January 16, 2008, the Employer will pay the rate determined by the Plan Trustees.

Such payments are for regular full-time employees.

Contributions for covered employees who regularly work less than the scheduled work hours of full-time employees are to be pro-rated in the proportion that their scheduled hours bear to the scheduled hours of full-time employees under the collective bargaining agreement.

Contributions shall be made after sixty (60) working days from date of hire.

The Employer shall remit payment to the Pension Plan in a timely manner so as to be received by the Plan no later than the last day of the month following the month for which it is made (the "due date"). For example, contributions that are to be made for the month of January are to be received no later than the last day of February. Such contribution shall be made monthly (1/12th of annual contribution) upon the previous month's payroll. In the event the Pension Plan shall fail to receive payments provided hereunder on or before the due date, the matter may be submitted to arbitration and the Plan shall be entitled to charge interest upon such payments from the due date to the date payment is received at the rate of one and one-half percent (1-1/2%) per month.

Such payments shall be used by the Trustees of the New York State Nurses Association Pension Plan for the purposes of providing pension benefits for employees as the Trustees may from time to time determine.

The Employer shall provide sufficient documentation to insure proper plan function.

The Employer shall sign an Acknowledgement of Trust.

The Employer will provide to the Plan Office by April 15 of the following plan year a computerized magnetic tape, or hand copy list where the Employer does not have computer capability, which contains the following information for each participant covered by the plan as of December 31 of the preceding year: (a) name, (b) social security number, (c) date of birth, (d) date of hire, (e) sex, (f) number of annual hours regularly scheduled to work, and (g) annual base

compensation excluding overtime, shift and educational differentials and any other form of compensation. Effective for the plan year ending December 31, 1989 and thereafter, annual base compensation will include experience differential and exclude overtime, shift, education differential and any other form of compensation.

Annual base compensation shall include any deferrals of income in accordance with Section 403(b) of the Internal Revenue Code (Tax Sheltered Annuities).

Should other Employers who contribute on behalf of at least 60% of all active participants covered by the New York State Nurses Association Pension Plan agree to make contributions at a level sufficient to provide for a higher future service credit amount for the period commencing on or after January 1, 1975, either party to this agreement may, upon written notice to the other, reopen the provisions of Section 9.03 of this agreement for the sole purpose of negotiating whether the Employer will contribute at a higher level.

9.04 Annuity Plan.

Employer will make available to all bargaining unit employees the opportunity to participate in the Hospital's Annuity Plan on a contributory basis.

9.05 Credit Union.

Employer will provide employees with an opportunity to participate in a credit union to the same extent it provides it to any other employees.

9.06 Benefits for HIV and AIDS.

A nurse who is receiving Workers' Compensation benefits from MMC (or its carrier) based on a determination that the nurse contracted the HIV virus or has developed AIDS as a result of a work-related incident at MMC will be eligible for continuation of medical benefits for the disabled nurse until the nurse qualifies for medicare disability health care benefits (maximum period not to exceed twenty-nine (29) months from date of onset of disability). The nurse must apply for social security disability benefits and any other health care benefits for which the nurse may be eligible under any program that is available. This continuation of medical benefits will be secondary to any other coverage. The nurses' dependents will be eligible for COBRA benefits only. In the event that the nurse does not qualify for Medicare health care benefits, this coverage will end.

10. MONETARY BENEFITS: MISCELLANEOUS

10.01 Terminal Benefits.

A regular or regular part-time employee whose employment is terminated for a reason other than resignation or just cause will receive as a terminal allowance: (a) fifteen (15) workdays notice or compensation to the extent such notice is deficient, (b) accrued but unpaid vacation pay, (c) accrued but unpaid holiday pay and personal days, and (d) severance pay at the rate of one (1) week's pay for each year of service, with a maximum of four (4) weeks pay.

10.02 Resignation.

An employee whose employment is terminated by resignation will give the Employer notice equal to the number of normal workweeks in his/her annual vacation entitlement and work the entire number of normal workweeks equal to

his/her annual vacation entitlement except for bona fide illness, or forfeit terminal benefits of: (a) accrued but unpaid vacation pay and (b) accrued but unpaid holiday or personal day pay, unless the employee has a reasonable basis for failure to give such notice.

10.03 Shift Differential: Evening and Night Shifts.

The Employer will pay additional compensation at the rate of six thousand dollars (\$6,000) annually to an employee who is assigned to the evening or night tour.

Employees who are permanently assigned to the evening or night shift will continue to receive the differential for all paid hours.

At the Weiler Hospital of the Albert Einstein College of Medicine, such shift differential shall be paid only with respect to shifts which start before 6:00 a.m. or end after 8:00 p.m. At the Moses and WHAECOM Divisions, a regular employee who is permanently assigned to the normal work week (5.02) on the night shift will receive thirty (30) hours of sleep time per year at the employee's regular compensation rate (seven and one-half {7-1/2} hours per quarter).

Effective January 16, 1996, employees on AWS, will not accrue sleep time (Z days).

10.04 Professional Nursing Experience Differential.

A regular or temporary employee who, at the time of employment by Employer, has had, prior to employment, fifteen (15) years, verifiable experience comparable to that of an employee in Employer's employ, as determined by the Director of Nursing, and/or acquires years of experience in Employer's employ, will be paid additional compensation above the base rates as set forth in this section. Employees hired after January 15, 1996 will be credited with up to ten (10) years of prior employment experience as described above.

Years of Experience	Effective Closest Payroll Period To April 15, 2004	Effective July 15, 2007
0	\$ 0	\$ 0
1	1,200	1,200
2	2,400	2,400
3	3,600	3,600
4	4,800	4,800
5	6,000	6,000
6	7,200	7,200
7	8,400	8,400
8	9,600	9,600
9	10,800	10,800
10	12,000	12,000
11	13,200	13,200
12	14,400	14,400
13	15,600	15,600
14	16,800	16,800
15	18,000	18,000
16	19,200	19,200

Years of Experience	Effective Closest Payroll Period To April 15, 2004	Effective July 15, 2007
17	20,400	20,400
18	21,600	21,600
19	22,800	22,800
20	24,000	24,000
21	24,530	24,650
22	25,060	25,300
23	25,590	25,950
24	26,120	26,600
25	26,650	27,250
26	27,180	27,900
27	27,710	28,550
28	28,240	29,200
29	28,770	29,850
30 and above	29,300	30,500

The total Professional Nursing Experience Differential under this Section will not exceed twenty-nine thousand three hundred dollars (\$29,300). Effective July 15, 2007, the maximum will increase to thirty thousand five hundred dollars (\$30,500). A regular part-time employee will receive a proportionate benefit under this paragraph.

10.05A Education Differential.

A regular or temporary employee in Employer's employ prior to January 15, 1984, who holds or acquires a baccalaureate degree, will be paid additional compensation at the rate of one thousand three hundred dollars (\$1,300) per year, except an employee in the titles of: Infection Control Nurse; Nurse Midwife; Nurse Practitioner; Nurse Specialist and Unit Based Educational Coordinator.

A regular or temporary employee in Employer's employ on or after January 15, 1984, who holds or acquires a baccalaureate degree in: Nursing (BSN), Health Services Administration, Community Health and Health Education will be paid additional compensation of one thousand three hundred dollars (\$1,300) per year except an employee in the titles listed above.

A regular employee in Employer's employ prior to January 15, 1984 who holds or acquires a Master's degree will be paid additional compensation at the rate of one thousand six hundred fifty dollars (\$1,650) per year except an employee in the titles of: Clinical Nurse Specialist, Clinical Nurse Coordinator, Clinical In-Service Instructor, Nurse Practitioner, Clinician, Community Health Nurse I.

A regular or temporary employee who enters the Employer's employ on or after January 15, 1984 who holds or acquires any of the Master's degrees listed as eligible for tuition refund, in Section 10.09 of this agreement, will be paid additional compensation at the rate of one thousand six hundred fifty dollars (\$1,650) per year except an employee in the titles listed in the preceding paragraph.

A regular or temporary employee in Employer's employ prior to January 15, 1984 who holds or acquires a doctoral degree will be paid additional compensation at the rate of one thousand nine hundred dollars (\$1,900) per year.

A regular or temporary employee in Employer's employ on or after January 15, 1984, who holds or acquires a doctoral degree in Nursing Education, Physiology, or other health related fields, will be paid additional compensation at the rate of one thousand nine hundred dollars (\$1,900) per year.

All of the above amounts shall not be cumulative.

A regular part-time employee will be entitled to a proportionate benefit under this paragraph. The effective date of such differential shall be the pay period following closest to: (1) the date of graduation, or (2) one (1) year prior to presentation of the appropriate documentation, whichever is less, but in no event prior to the date of hire.

10.05B Certification Differential.

Regular or temporary employees who hold a recognized certification in the field or area of specialization in which they are currently employed by the Employer will be paid a differential at the rate of one thousand two hundred fifty dollars (\$1,250) per year. Qualifying regular part-time employees will receive the applicable differential on a prorated basis. Failure to maintain certification will cause the employee to lose this differential. Certification differential is only applicable to Schedule A-1.01 levels I, II and III. An employee is entitled to only one (1) certification differential at any one time. Payment in accordance with the above criteria will be made retroactive to the pay period beginning closest to: (1) the date of certification, or (2) one (1) year prior to presentation of the appropriate documentation, whichever is less, but in no event prior to the date of hire.

An employee on the payroll will be reimbursed for the cost of successfully completed certification exams.

10.06 Differential for Work In a Higher Classification.

An employee who is required to work for a period of more than five (5) consecutive workdays in a higher rated position will be paid at the rate specified for that position, retroactive to the first (1st) day worked.

10.07 On-Call: Henry L. and Lucy Moses Division.

Employees, other than employees as defined in Section 16.01 (f) 1., required by the Hospital to be on-call off Hospital premises shall receive, during such time, a rate of pay equal to three-fourths (3/4ths) of their regular base pay. Employees on-call, called to work at other than during their normal work hours, shall receive time and one-half (1-1/2) for all such hours worked outside of their normal workday, with a guaranteed minimum of pay for four (4) hours' work.

There shall be no pyramiding of pay under this provision.

See Addendum P for the In-Call policy.

10.08 On-Call: The Weiler Hospital of the Albert Einstein College of Medicine.

Employees, other than employees as defined in Section 16.01 (f) 1., required by the Hospital to be on-call off Hospital premises shall receive, during such time, a rate of pay equal to three-fourths (3/4ths) of their regular base pay. Employees on-call called to work at other than during their normal work hours shall receive time and one-half (1-1/2) for all such hours worked outside of their normal workday, with a guaranteed minimum of pay for four (4) hours' work.

Employees, other than employees as defined in Section 16.01 (f) 1., required by the Hospital to be on-call on premises will receive time and one-half (1-1/2) for all hours that they are required to remain on premises or are called to work. The computation of premium compensation will be as called for in paragraph 6.02.

The Hemodialysis Unit will receive on-call pay as defined above. The Hemodialysis Unit will be a closed unit.

10.09 Tuition Refund.

An employee employed prior to January 15, 1984 will be reimbursed for tuition and fees for successfully completed courses in Nursing or an allied field up to a maximum of eighteen (18) credits each academic year (i.e., September 1st through August 31st).

An employee who entered or enters the Employer's employ after January 15, 1984 will be reimbursed for tuition and fees for successfully completed courses up to a maximum of eighteen (18) credits each academic year (i.e., September 1st through August 31st). Reimbursable courses are defined below:

Bachelor's Degree:

BSN

Effective January 15, 1989, Health Services Administration, Community Health and Health Education.

Master's Degree:

MS Clinical Fields (Pediatrics, Med/Surg., etc.)

M.Ed. Nursing Education or Nursing Administration

MA Nursing

MS or MA Gerontology

MS, MBA, MPA or MPH Nursing or other Administration

Doctoral Degree:

Nursing, Education, Physiology or other Health Related Fields

An employee will be reimbursed for successfully completed post masters certificate programs which are offered through an accredited program which prepare for Nurse Practitioner Certification (e.g., ANP, FNP, PNP).

An employee who entered or enters the Employer's employ after December 31, 1986 will sign an agreement with a service commitment of six (6) months for each three thousand dollars (\$3,000) of tuition reimbursement during an academic year beginning January 15, 1989. The commitment will commence

upon receipt of reimbursement at the completion of a semester. An employee who fails to fulfill this service commitment will be required to repay the amount reimbursed to the Employer.

Reimbursement will be made to employees within forty-five (45) days from receipt by the Training and Education Department of proof of completion of the course.

An employee who begins a course after January 15, 1991 shall receive tuition reimbursement as described in the preceding paragraphs for successfully completed courses wherein his/her first day of class has commenced on or after his/her date of employment.

An employee on the payroll will be reimbursed for the cost of successfully completed Challenge Exams.

10.10 Rotation.

Employees employed for five (5) or more years will not be required to rotate and will be permanently assigned to their primary shift.

Employees employed for two (2) years or more but less than five (5) years may be required to rotate a maximum of one (1) month per year.

Employees employed for less than two (2) years may be required to rotate a maximum of three (3) months per year.

Operating Room (OR) nurses will not be required to rotate until considered competent by the Employer to handle the assignment. The rotation limits set forth above begin once an OR nurse is rotated. However, OR nurses who are employed for seven (7) years will not be required to rotate.

In the event of an unavoidable critical shortage on a unit, employees starting with the least bargaining unit seniority, may be required to rotate for a maximum of one (1) month after all employees on the unit have reached their rotation limits and volunteers have been exhausted. A critical shortage shall not exceed four (4) months.

The Employer will make every effort to hire to permanent shifts. However, permanent day shift employees may only be hired from outside when such assignments are posted and not filled within a unit or by transfer from another unit.

An employee will not be assigned to rotate from one (1) shift to another with less than twenty-four (24) hours off between shifts unless he/she requests to do so.

The Employer will exercise its best effort to utilize alternate work schedules to implement this Agreement.

10.11 Savings Bonds.

The Employer will continue its present practice of providing an opportunity for employees to obtain United States Savings Bonds on a payroll deduction basis.

10.12 Promotion and Demotion.

If an employee is promoted or demoted, the employee will receive the incumbent rate for the new position including any increases received in the prior position.

10.13 Preceptor.

An employee who volunteers to precept an individual will be paid two dollars (\$2.00) per hour.

10.14 Call-In Pay.

An employee at home called to work at other than during his/her normal work hours who volunteers to come in shall receive the appropriate compensation rate for all such hours worked outside his/her normal workday with a guaranteed minimum of pay for four (4) hours' work.

10.15 Show-up Pay.

An employee who is scheduled to work will be given at least one and a half (1 1/2) hours' notice of cancellation of a scheduled shift or he/she will be paid for that shift.

11. HEALTH SERVICES

11.01 Health Examination.

Employer will, at its expense, give each employee a general health examination when the employee enters Employer's employment. The employee will submit to an interim health assessment as mandated by Hospital policy and State law. An employee may submit a health examination from the employee's own physician in lieu of the foregoing at the employee's own expense.

11.02 Employees' Health Service.

Employer will continue to maintain this Health Service. The Employer will develop a workable plan to deal with employee illness or injury in an expeditious manner when the Employee Health Service is not available.

An employee directed to report to the Employee Health Service due to a job related exposure, illness or injury, will be compensated at the straight time rate for such time at the Employee Health Service.

Employees who, due to non-work related illness or injury, become unable to continue to work, may, after discussion with the Administrative Nursing Supervisor or Nursing Coordinator, leave for home. They will be charged sick hours for the time remaining on their shift.

11.03 Health and Safety.

The Employer will observe all applicable health and safety laws and regulations and will take steps necessary to assure employee health and safety. Any employee who believes that a problem exists shall notify the Employer in writing. The Employer will respond in writing within ten (10) working days of receipt of such statement. The Hospital will provide a review of infection control issues on an annual basis to all appropriate personnel. In addition, the Hospital will provide current information on infection control and health and safety issues on an as-needed basis.

The Employer's communicable disease policy sets forth how employees will be compensated if sent home due to exposure to a communicable disease.

11.04 Health and Safety Committee.

There shall be a Health and Safety Committee or its equivalent at each constituent unit. The Association will select a representative to participate on each of these committees.

11.05 Workplace Violence.

The Association may participate in a Workplace Violence Committee.

The Employer will develop policies and programs to address the Employer's and the nurses' role in responding to violent or potentially violent patients, families, visitors and employees.

The Employer will add information regarding workplace violence incidents to the monthly Nursing Report given to the Association.

11.06 Latex Allergies.

The Employer will continue to assess and ameliorate undue latex exposure to employees. The Employer, through its Occupational Health Services, will provide assessment, treatment, equipment and/or referral as necessary for latex allergies. Latex allergy education and training will be provided by the Employer.

12. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither Association nor any employee will, directly or indirectly cause, engage or participate in any strike, work stoppage, work interruption, work interference, slowdown, picketing or boycott during the life of this agreement. Employer will not directly or indirectly cause, engage or participate in any lockout during the life of this agreement. Inability of the Employer to continue operations because of a labor dispute shall not be considered a lockout.

Should a group of employees unilaterally and independently engage in any of the aforementioned activities, the Association shall notify such employees, in writing, of its disapproval of this action, and instruct such employees, in writing, to cease such action immediately. Copies of such shall be furnished simultaneously to the Employer.

13. GRIEVANCE ADJUSTMENT

13.01 Discharge and Penalties.

The Employer shall have the right to discharge, suspend or discipline any employee for cause. Employer will supply the employee with immediate written notice of discharge or suspension. Any suspension not implemented within sixty (60) hours from the receipt of notice will be cancelled. The Employer will notify the Association at its office and the Chairperson of the constituent Council in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Association desires to contest the discharge or suspension, it shall give written notice thereof to the Medical Center within five (5) working days, but not later than fifteen (15) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration

procedure set forth, however, commencing at Step Two of the grievance procedure.

13.02 Scope.

Except as otherwise provided in this agreement, every grievance either Association (and the employees it represents) or Employer may have with each other arising from application or interpretation of this agreement will be adjusted as stated in paragraphs 13.03 through 13.07.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially to Step Three by notice in writing addressed to the Association at its offices.

A grievance which affects a substantial number or class of employees or on behalf of the Association and which the Employer's representative designated in Steps One and Two lacks authority to settle may initially be presented at Step Three by the Association's representative.

13.03 Informal Discussion.

An employee who has a complaint arising from application or interpretation of this agreement or otherwise will present the claim promptly to the employee's supervisor at the constituent unit. The employee and the supervisor at the constituent unit will discuss and attempt to resolve this complaint.

13.04 Procedure and Time Limits: Step One.

If the complaint is not adjusted and such adjustment approved by the Clinical Director of Nursing or designee and the Association's local representative by informal discussion or if the complaint involves a matter affecting more employees than one (1), Association or Employer, the employee, group of employees, Association or Employer will serve a written notice of a complaint other than a monetary claim (i.e., a claim for compensation, holiday pay, vacation pay or any other benefit payable in money to or for an employee's benefit) on Employer's Clinical Director of Nursing or designee, or Association's local representative, as the case may be, on a proper form provided by Employer, within fifteen (15) days after occurrence of the facts on which it is based and will so serve written notice of a monetary claim within forty-five (45) days after occurrence of the facts on which it is based. If no such notice is served in the time specified, the complaint will be barred. After a proper and timely notice is filed, the Clinical Director of Nursing or designee of the constituent unit, any employee or employees concerned and an Association representative (to be designated by Association) will discuss the complaint. This discussion, unless extended by written agreement for a specified period will be completed within ten (10) workdays after receipt of the required initial notice.

13.05 Procedure and Time Limits: Step Two.

If the grievance is not adjusted in the time specified in Step One, Association or Employer may appeal it to Step Two by written notice served on Employer's Chief Nurse Executive and Director of Human Resources of the constituent unit or Association's general representative, as the case may be, on a proper form to be provided by Employer within fifteen (15) days after completion of proceedings in Step One. The Chief Nurse Executive and Director of Human Resources of the constituent unit will then discuss and attempt to resolve the

grievance with Association's general representative. This discussion, unless extended by written agreement for a specified period, will be completed within ten (10) workdays after receipt of the required notice of appeal to Step Two.

13.06 Procedure and Time Limits: Step Three.

If the grievance is not adjusted in Step Two, either party may appeal it to Step Three by written notice served on the Associate Vice President, Employee Relations/Staffing, or his/her designee, or Association's general representative, as the case may be, on a proper form provided by Employer within fifteen (15) days after receipt of the written decision in Step Two.

The Associate Vice President, Employee Relations/Staffing or his/her designee shall render his/her decision in writing, to the grievant and the Association within ten (10) days after the presentation of the grievance.

See Addendum I on Grievance Mediation Procedure.

13.07 Procedure and Time Limits: Step Four.

If the grievance is not adjusted in the time specified in Steps Two and Three and involves the application or interpretation of this agreement, such grievance may be submitted to arbitration by Employer or Association. Employer and Association will select the arbitrator, by mutual agreement from lists submitted to them by the American Arbitration Association, under the Voluntary Labor Arbitration Rules. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within fifteen (15) days after Step Three's completion, it will be barred. The fees and expenses of any arbitrator will be shared equally by the parties.

13.08 Arbitrator's Powers: Limitation.

The arbitrator shall not have any power to add to, subtract from or otherwise amend this agreement.

13.09 Time Limits.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays.

14. MANAGEMENT RIGHTS

Except as in this agreement otherwise provided, Employer retains the sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operation of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any other location or discontinue the same in whole or in part; merge with any other institution; make technological improvements; install or remove equipment regardless of whether or not any such action causes a reduction of any kind in the number of employees or transfers in the work force, requires the assignment of additional or different duties or causes the elimination or addition of nursing titles or jobs; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by Employer prior to the execution of this agreement whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

The Association, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Association toward these objectives pursuant to Section Three.

15. NON-DISCRIMINATION

Neither Employer nor Association will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because of race, color, creed, national origin, gender, marital status, age, political beliefs, sexual orientation, citizenship status, veteran status, disability or activities on behalf of the Association.

16. MISCELLANY

16.01 Definitions.

As used in this agreement and except as otherwise clearly required by its context:

- (a) "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- (b) "Employer" means Montefiore Medical Center, 111 East 210th Street, Bronx, New York 10467;
- (c) "Association" means the New York State Nurses Association;
- (d) "employee" means an employee covered by paragraph 1;
- (e) "section" means a whole numbered article of agreement;
- (f) 1. Employees will not be eligible for premium compensation when working in the following capacities:
 - Clinical Nurse Coordinator
 - Clinical Nurse Specialist
 - Clinician
 - Nurse Midwife (except for session rate)
 - Community Health Nurse I
 - Nurse Practitioner
 - Unit Based Educational Coordinator
 - Infection Control Nurse
 - Clinical In-Service Instructor
 - Nurse Specialist
- 2. Employees will be eligible for premium compensation when working in any title not listed above.
- (g) Constituent Units are Henry L. and Lucy Moses Division, Weiler Hospital of the Albert Einstein College of Medicine, Home Health Agency;
- (h) "base compensation rate" means rate of pay excluding any shift differential (10.03), experience differential (10.04), educational differential/certification differential (10.05 A. and B.), differential for work in a higher classification (10.06), on-call differential (10.07 and 10.08), preceptor differential (10.13), call-in pay (10.14), in-charge pay (A-1.07);

- (i) "days" means working days unless otherwise specified;
- (j) "Council of Nursing Practitioners" means the bargaining unit;
- (k) "Montefiore Medical Center" means all of the Medical Center's Health Care delivery operations.

16.02 Meetings.

Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this agreement.

16.03 Notices to Parties.

Any notice required to be served on Employer under this agreement will be either mailed to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person and at such address as Employer may designate by written notice served on Association. Any notice required to be served on Association under this agreement with respect to termination or modification of this agreement, will be mailed to Association's Executive Director by registered or certified mail addressed to Association's headquarters office, 11 Cornell Road, Latham, New York 12110; all other notices shall be sent to Association's New York office, 100 Wall Street, Floor 23, New York, New York 10005, or to such other persons and at such addresses as Association may designate by written notice served on Employer.

16.04 Separability.

This agreement and its component provisions are subordinate to any present or future laws or regulations. If any federal or New York State law or regulation, or the final decision of any federal or New York court or administrative agency affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

16.05 Succession.

This agreement will bind the parties and their corporate or operational successors or assigns. The Employer will give the Association at least forty-five (45) days written notice prior to the effective date of any sale or transfer to another operating entity.

16.06 Complete Agreement.

Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any demands and proposals. There is no obligation on either party, during the life of this agreement, to bargain collectively with respect to any matter whether included or not included in this contract, except as provided in the agreement.

16.07 Employee Facilities.

Employer will make every effort to provide adequate locker and lounge facilities for all employees.

16.08 Parking.

Effective October 1, 1986, reduced parking rates will be provided to Registered Nurses showing proper identification subject to availability (except for monthly parking), as follows:

8 hour shifts -- after 6 p.m.	\$ 2.00
10 to 14 hour shifts	\$ 3.50
All shifts -- Weekends & Holidays	\$ 2.00
Monthly rates: 210th St. Garage	\$60.00
Wayne Ave. Garage	\$55.00
Shandler Field	\$20.00

Parking at Shandler Field shall be available to the extent that Montefiore can successfully negotiate a contract with the Lessor.

Two hundred and twenty-five (225) monthly rate parking passes will be identified and earmarked for use by commuting, five (5) day a week nurses. Where more than two hundred and twenty-five (225) applications are made for parking, a first-come first-served basis will be used for the allocation of passes. The Nursing Management will submit to Administration the names of those RNs who desired day shift parking. In the event that there are not sufficient requests to fill the two hundred and twenty-five (225) passes by August 1st of each year, then the Administration may release those unused passes to other parkers. A report of the number of passes filled will be made available to the Council upon request.

The present practice regarding parking for nurses at the Weiler Hospital of the Albert Einstein College of Medicine will be as set forth in Addendum H.

16.09 Hospital Policies.

The Employer will provide the Chairperson and Grievance Chairperson of the Councils of Nursing Practitioners within Montefiore Medical Center with a copy of any changed or new policies contained in Personnel, Nursing or Administration manuals.

16.10 Child Care.

The Employer will continue its efforts to develop a program of quality child care at affordable rates.

16.11 Donation of Sick Time.

A nurse may irrevocably donate to the Montefiore Medical Center Sick Time Bank up to the amount subject to Employer buy-back and in lieu of buy-back. (See Section 7.09 re: buy-back). The time in the Sick Time Bank will supplement the sick leave of bargaining unit employees who have used up their leave due to illness or injury. Sick time donated will be credited to the bank according to its monetary value. For example, if donated time has a value of \$100 and the employee receiving the time earns sick leave equal to \$50 per hour, then that employee will receive 2 hours of donated sick time.

The guidelines for distribution from the Sick Time Bank will be determined by the Association.

The donation of sick time will be part of the sick time buy back process.

At the end of each calendar year the Employer will provide the Association with a report of individual monetary donations and the sum of money available in the total bank.

16.12 Accretion.

The Employer and the Association agree that it is in both party's interest for Montefiore Medical Center to expand its services and operations into other areas throughout the metropolitan area.

If the Employer expands its operation and services, either through startup or acquisition, within the five boroughs of New York, Westchester and Long Island, then the following contract clauses shall apply to the RNs performing bargaining unit work at that facility: 2.01, 2.02, 2.03, 2.05, 2.06, 2.07, 2.08, 3.02, 3.06, 3.07, 4.01 through 4.16, 5.04, 5.07, 5.08, 5.09, 9.01, 9.06, 11.01, 11.03, 11.04, 12 and 13 all, 14, 15, 16.01 A, B, C, D, E, J, 16.02, 16.04, 16.05, 16.06, 16.09, 17, 18, 19 and an appropriate agreement scope modification.

For acquired facilities, the existing wages and benefits at the institution being acquired will remain in place for the term of this agreement. The base wage increases granted in this agreement after the acquisition date will be granted to the new work force on the same effective dates as contained herein. When facilities are acquired, the Employer will meet with the Association to discuss the issue.

For newly established facilities of eleven (11) or more RNs, the Association and Employer will negotiate over wage and benefit contract modifications to ensure RNs performing bargaining unit work in these facilities will be compensated in such a manner that provides salary and benefits comparable with other similar operations in the geographic area. In the event of an impasse, either party may seek resolution by requesting intervention by FMCS.

For newly established facilities of ten (10) or less RNs, if the parties reach an impasse on compensation, either party may seek resolution by requesting arbitration.

17. AMENDMENT

This agreement may be amended or supplemented only by further written agreement between the parties.

18. EFFECTIVE DATE AND DURATION

This agreement, except as otherwise stated, will be effective from 12:01 a.m., January 15, 2005 and will remain effective until 12:01 a.m., January 15, 2009 and from year to year thereafter unless terminated as provided in paragraph 19.

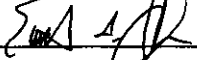
19. TERMINATION

This agreement may be terminated effective 12:01 a.m., January 15, 2009 by written notice from either party, delivered to the other not later than October 15, 2008 of intent to modify or terminate it and may be terminated effective 12:01 a.m. any subsequent January 15 by similar written notice delivered to the other party not later than the preceding October 15. Notice of intent to modify will be equivalent to notice of intent to terminate.

EXECUTION

Signed by Employer and Association.

MONTEFIORE MEDICAL CENTER

By 

Title Service Vice Pres. HR

Date 5/26/06

NEW YORK STATE NURSES ASSOCIATION

By 
Director

Title Economic and General Welfare Program

Date 6/15/06

SCHEDULE A

BASE COMPENSATION RATES HENRY L. AND LUCY MOSES DIVISION

A-1.01 A regular employee's compensation rate will be:

Level	Title	1/15/05	1/15/06	1/14/07	1/13/08
		+3%	+3%	+3%	+3.5%
IB	Staff Nurse II	\$62,344	\$64,214	\$66,141	\$68,456
IIA	Community Health Nurse II	\$65,893	\$67,870	\$69,906	\$72,353
IIC	Patient Care Coordinator Utilization Review/Quality Assurance Coordinator Clinical Care Coordinator or Nurse Coordinator Care Management Coordinator	\$68,158	\$70,203	\$72,309	\$74,840
IIIA BS included No overtime eligibility	Unit Based Educational Coordinator Infection Control Nurse	\$74,881	\$77,127	\$79,441	\$82,221
IVB BS/MS included; No overtime eligibility; No shift differential unless permanently assigned; No on-call per 10.07 & 10.08	Nurse Practitioner	\$82,373	\$84,844	\$87,390	\$90,449
IVB MS included; No overtime eligibility; No shift differential unless permanently assigned; No on-call	Clinical In-Service Instructor Clinical Nurse Specialist Clinical Nurse Coordinator Community Health Nurse I	\$82,373	\$84,844	\$87,390	\$90,449
IVB BS included; No overtime eligibility; No shift differential unless permanently assigned; No on-call; Session pay eligibility \$175 per session	Nurse Midwife	\$82,373	\$84,844	\$87,390	\$90,449
IVC	Nurse Anesthetist	\$84,391	\$86,923	\$89,530	\$92,664
Nurse Midwife Adjustment		\$5,320	\$5,480	\$5,644	\$5,842

WEILER HOSPITAL OF THE ALBERT EINSTEIN COLLEGE OF MEDICINE

Level	Title	1/15/05	1/15/06	1/14/07	1/13/08
		+3%	+3%	+3%	+3.5%
IB	Staff Nurse II	\$62,344	\$64,214	\$66,141	\$68,456
IC	Home Care Liaison Nurse	\$62,906	\$64,793	\$66,737	\$69,073
ID	Staff Nurse III	\$64,116	\$66,039	\$68,021	\$70,402
IIA	Senior OR Nurse	\$65,893	\$67,870	\$69,906	\$72,353
IIC	OR Specialist Clinical Care Coordinator Health Care Quality Coord Utilization Review/Quality Assurance Coordinator Care Management Coord	\$68,158	\$70,203	\$72,309	\$74,840
IID No Overtime eligibility; No shift differential unless permanently assigned; No on- call	Physician Liaison Coordinator	\$68,158	\$70,203	\$72,309	\$74,840
IIIA BS included; No overtime eligibility	Infection Control Nurse Unit Based Educational Coordinator	\$74,881	\$77,127	\$79,441	\$82,221
IVB BS/MS included; No overtime eligibility; No shift differential unless permanently assigned; No on- call	Nurse Practitioner	\$82,373	\$84,844	\$87,390	\$90,449
IVB MS included; No overtime eligibility; No shift differential unless permanently assigned; No on- call	Clinician Clinical In-Service Instructor Case Manager / Clinical Nurse Specialist	\$82,373	\$84,844	\$87,390	\$90,449
IVB BS included; No overtime eligibility; No shift differential unless permanently assigned; No on- call; Session pay eligibility / \$175 per session	Nurse Midwife	\$82,373	\$84,844	\$87,390	\$90,449
Nurse Midwife Adjustment		\$5,320	\$5,480	\$5,644	\$5,842
Nurse Anesthetist	IVC	\$84,391	\$86,923	\$89,530	\$92,664

HOME HEALTH AGENCY

Level	Title	1/15/05	1/15/06	1/14/07	1/13/08
		+3%	+3%	+3%	+3.5%
IIA Includes transportation allowance (see Addendum C.VI.)	Direct Care Nurse (Long Term)	\$ 65,893	\$ 67,870*	\$ 72,996	\$75,551
IIB	Home Care Coordinator CHHA (Liaison, Case Manager) This level moves to IIC when all liaison job responsibilities are standardized	\$ 67,698	\$ 69,729	\$ 71,821	\$74,335
IIC	Home Care Coord Long Term Quality Management / Regulatory Compliance Coord Community Care Facilitator (CHHA)	\$ 68,158	\$ 70,203	\$ 72,309	\$74,840
IIE Includes transportation allowance (see Addendum C.VI.)	Home Health Nurse (CHHA) Weekend Admission Nurse	\$ 69,657	\$ 71,747**	\$ 74,147	\$76,742
IIIA BS included; No overtime Eligibility (Comp time or Straight time)	Education Coordinator	\$ 74,881	\$ 77,127	\$ 79,441	\$82,221
IVB BS/MS included; No overtime eligibility (Comp time or Straight time); No shift differential unless permanently assigned; No on-call	Nurse Practitioner Clinical Nurse Specialist	\$ 82,373	\$ 84,844	\$ 87,390	\$90,449

* IIA effective 6/4/06 - \$70,870

** IIE effective 6/4/06 - \$71,987

FEE FOR SERVICE PER VISIT RN

	First Payroll Period After 7/1/04	First Payroll Period After 7/1/06
Visit	\$50.96	\$53.00
Initial Visit	\$61.36	\$63.00
Any visit on Labor Day, Memorial Day, July 4, Thanksgiving, December 25 and January 1.	\$61.36	\$72.00

OASIS Admission Visit – Effective the first payroll period after January 1, 2003 - \$65.00
Increase rate July 2, 2006 - \$70.00

Recertification/Resumption Visit – July 2, 2006 - \$60.00

Infusion Therapy Visit:

<u>Jan. 1, 2003</u>	<u>July 2, 2006</u>
\$60	\$65 – Revisit
\$75	\$80 – Initial
\$75	\$80 – Extended visits*

*Extended visits are identified initially by the nursing manager as either infusion therapy admissions or infusion therapy visits where time for administration drug(s) or therapy exceeds one hour. If a nurse encounters an unexpected situation in the home (s)he will contact the nurse manager at the time to request a change in Fee for Service visit type.

Per Diem Liaison rate \$280 per eight (8) hour shift.

- A-1.02 A. Employees with an individual base rate above the contractual stipulated rate will receive the following rates of increase:

1/15/05	1/15/06	1/14/07	1/13/08
+3%	+3%	+3%	+3.5%

- B. At Valentine Lane Family Practice, when a Nurse Practitioner is requested by Management to cover the night time answering service, he/she will receive payment of ten dollars (\$10.00) per seven and one-half (7-1/2) hour shift.
- C. Nurse Practitioners and Nurse Midwives at CFCC requested by management to cover call outside their assigned shift will receive payment of ten dollars (\$10.00) per seven and one-half (7-1/2) hour shift.

- A-1.03 A regular part-time employee will receive a prorated wage rate in accordance with the wage rates stated in A-1.01 and A-1.02.

A-1.04 **PER DIEM RATES**

		1/15/05	1/15/06	1/14/07	1/13/08
	Staff Nurse				
Weekday	D	\$42.33	\$43.60	\$44.91	\$46.48
	E/N	\$44.56	\$45.89	\$47.27	\$48.92
Weekend	D	\$44.56	\$45.89	\$47.27	\$48.92
	E/N	\$46.79	\$48.20	\$49.64	\$51.38
	Nurse Practitioner				
Weekday	D	\$44.56	\$45.89	\$47.27	\$48.92
	E/N	\$46.79	\$48.20	\$49.64	\$51.38
Weekend	D	\$46.79	\$48.20	\$49.64	\$51.38
	E/N	\$49.02	\$50.49	\$52.00	\$53.82

Weekend hours are as set forth in Section 5.05 Work Schedules.
Clinical In-service Instructor will receive the Nurse Practitioner rate.

- A-1.05 An employee promoted from one (1) level to another level (e.g., from Level I to Level II) as reflected in Schedule A-1.01, within the Montefiore Medical Center, shall receive a wage increase of no less than one thousand three hundred dollars (\$1,300.00).

An employee promoted within a level (e.g., from Level IIA to Level IIB) as reflected in Schedule A-1.01, within the Montefiore Medical Center, shall receive a wage increase of no less than six hundred fifty dollars (\$650.00).

- A-1.06 In-Charge Pay. A Schedule A-1.01 Level I nurse who performs the in-charge responsibility on any shift shall receive two dollars (\$2.00) per hour.

- A-1.07 Retroactive Pay
Pay retroactive to January 15, 2005 will be effective at the start of the closest pay period (January 16, 2005).

- A-1.08 Employees who retire prior to contract ratification will receive full retroactive payment. Employees who otherwise terminate employment prior to ratification will receive retroactive pay upon request to the Employer.
- A-1.09 Bonus and incentive payments will not be offered to employees without notice to, and negotiations with, the Association.
- A-1.10 Effective July 15, 2007, regular employees with less than twenty-one (21) years of experience will receive a lump sum payment equal to one percent (1%) of their base rate. For example a Staff Nurse II with a base rate of \$66,141 will receive a gross payment of \$661.41. Part time employees will receive a prorated amount. Per Diems are not eligible.

TWD/lam
5/26/06

EXHIBIT A

Name: _____
(Please print) Last First Middle

Address: _____
Street and number or post office box

_____ City State Zip

Social Security Number: _____

THE NEW YORK STATE NURSES ASSOCIATION DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Pursuant to applicable law, I assign the New York State Nurses Association from my compensation as an employee of _____

(herein called "my employer") \$ _____ (or such different amount as the Association may certify to my employer) per month, as membership dues in the Association; and I authorize and direct my employer to withhold this sum from the first compensation due me each month and remit it to the Association by the 10th of the following month.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining agreement between my employer and the Association, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the thirty-day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the Association, which must be delivered within such thirty-day period.

This assignment and authorization are effective at once.

_____ Date

_____ Employee Signature

If you are represented for collective bargaining by NYSNA, please note: "You have a right to be or stay a non-member and pay an agency fee equivalent to dues. As a non-member, you are entitled to object to paying for activities unrelated to the Association's duties as a bargaining agent and to obtain a reduction in fees for such activities. Contact NYSNA for a copy of this procedure."

EXHIBIT B

MONTEFIORE MEDICAL CENTER AND NEW YORK STATE NURSES ASSOCIATION

List of Arbitrators for 3.07 Staffing

**Jonas Aarons
Daniel Brent
Janet Spencer
Bonnie Weinstock
Howard Edelman**

Addendum Agreement Signature Page

The following is an Addendum to the Collective Bargaining Agreement between Montefiore Medical Center and the New York State Nurses Association that expires on January 15, 2009.

- Addendum A - Intent of 1980-1983 Negotiations
- Addendum B - Control of Excessive Absenteeism and Lateness
- Addendum C - Home Health Agency
- Addendum D - Mandatory Overtime Policy
- Addendum E - Medical Benefit Outline
- Addendum F - Alternate Work Schedule
- Addendum G - AWS 34-1/2 Hour Workweek
- Addendum H - WHAECOM Parking
- Addendum I - Grievance Mediation Procedure
- Addendum J - Long-Term Disability
- Addendum K - Clinical Divisions for Section 5.07
- Addendum L - Contract Affiliation Positions
- Addendum M - Non-Hospital Funded Position
- Addendum N - Elimination of Mandatory Overtime
- Addendum O - Determining Title Inclusion Within the Bargaining Unit
- Addendum P - In-Call Policy
- Addendum Q - Health Benefit Coverage During Leaves of Absence
- Addendum R - Weekend Work Obligation: Better Benefits
- Addendum S - Corporate Clinical Divisions
- Addendum T - Weekend Work Memo of Understanding

Signature below indicates agreement to incorporate the addendums set forth above into the collective bargaining agreement.

Signed by Employer and Association.

MONTEFIORE MEDICAL CENTER

By 

Title Senior Vice President - HR

Date 5/26/06

NEW YORK STATE NURSES ASSOCIATION

By  Director

Title Economic and General Welfare Program

Date 6/15/06

Addendum A

Intent of 1980 - 1983 Negotiations

This will serve to confirm the parties' intent regarding certain issues which were not incorporated in the body of the collective bargaining agreement between the parties dated January 15, 1980 through January 15, 1983. The following reflects the intent of the parties:

Montefiore Hospital

Each Nursing Unit will be notified of its Table of Organization and any proposed change.

Comprehensive Health Care Center

An employee employed at the Comprehensive Health Care Center will have a one-half (1/2) hour meal period and the two fifteen (15) minute rest periods may be taken with this one-half (1/2) hour meal period to make it a one (1) hour meal period.

All Constituent Units

All constituent unit Chairpersons will be given a Salary Schedule Plan clearly showing all incumbent salaries breaking them down into base rates and appropriate differentials. Upon request, this same Salary Schedule Plan will be provided to each practitioner covered by this agreement.

Continuation of Experience Differential, Tuition Refund and Uniform Allowance Benefits

An employee who resigns from a position at the Montefiore Medical Center and accepts another position at one of the facilities listed above, shall be considered a new employee at that facility except the employee will be considered an incumbent employee for the purposes of application of the experience differential, tuition refund and uniform allowance, if applicable, and will be paid the incumbent rate based on their prior position. Experience differential paid will be under the policy of the new facility.

Addendum B

CHANGE IN PERSONNEL POLICY CONTROL OF EXCESSIVE ABSENTEEISM AND LATENESS III - 14

The Employer will amend its Personnel Policy, III-14, to exclude situations in which Nurses are sent home by the Employees' Health Service physicians due to the fact that they have been exposed to an infectious agent on the job which could potentially jeopardize the health of patients or fellow employees. As an example, in the case where an employee has been exposed to Varicella on the job and is sent home, the time off the job is not to be counted in evaluating whether an employee has developed a pattern of excessive absenteeism.

The Employees' Health Service Physicians will provide the necessary information to management to clearly identify the situation.

Addendum C

Home Health Agency

I. Home Care Weekend Coverage

1. Direct Care Nurses and Home Health Nurses hired or transferred in, before January 15, 1983 will not be required to work weekends.
2. Direct Care Nurses and Home Health Nurses hired or transferred in from January 15, 1983 through May 5, 1986 will not be required to work more than three (3) weekends per year.
3. Direct Care Nurses and Home Health Nurses hired or transferred in, after May 5, 1986 will work a maximum of one (1) out of three (3) weekends.
4. CHHA Home Care Coordinators working as Case Managers will have no weekend requirement. CHHA Home Care Coordinator working as Liaison Nurses will have the following weekend requirement:
 - To meet coverage requirements at the Moses and Weiler Divisions, central intake (Fordham Plaza) and future hospital sites, Liaison Nurses can be scheduled to work from 8:30 a.m. to 5:00 p.m. on Saturday and Sunday.
 - Liaison Nurses hired on or after March 1, 1998 will not be required to work more than one (1) out of three (3) weekends.
 - Weekend shifts not covered by the above employees will be equitably distributed to Liaison Nurses who were hired prior to March 1, 1998.
 - Liaison Nurses hired before March 1, 1998 will not be required to work more than one (1) out of seven (7) weekends.

LTHHCP Coordinators will have no weekend requirement, subject to future agreement.

5. Fee for service nurses will be utilized for weekend work and will replace scheduled Direct Care Nurses and Home Health Nurses whenever possible, provided the nurse does not want to work. Nurses will be released from weekend assignments on a rotating basis.
6. A process of ongoing evaluation will be conducted by management to determine if the weekend rotation can be further reduced with the use of fee for service nurses.
7. Any reduction in weekend rotation will remain in effect only as long as there are sufficient fee for service weekend personnel.
8. In no case will weekend rotation be greater than one (1) out of three (3) weekends.
9. A. An individual who is not scheduled to work a weekend will not be frozen to work that weekend.
B. If unanticipated sick calls cause a staffing shortage on a weekend, then interested direct care nurses will be asked to work on a fee- for- service basis. If this results in no volunteers, other qualified professionals will be contacted to cover the shortage, on a fee-for-service basis.

C. If the above procedure is unsuccessful, then the staff scheduled to work the weekend will absorb the additional cases on a mandatory overtime basis.

10. Incumbent direct care nurses in the Long Term Home Health Care Program (LTHHCP) may request the same schedule as the Home Health Nurses in the Certified Home Health Agency (CHHA) program. That schedule is : work every third weekend with two days off during the week to compensate for the weekend assignment. A request for an alternate work schedule (i.e. Tuesday to Saturday) will not be unreasonably denied.

11. Effective October 1, 1994, all newly hired direct care nurses or transfers from within the bargaining unit into the LTHHCP will have a one in three weekend commitment with two (2) days off during the week to compensate for the weekend assignment. Home Health nurses who have a modified weekend commitment, as the result of a 1986 arbitration decision, and transfer into the LTHHCP will maintain the same weekend commitment as they had in the CHHA.

II. Home Care -- Fee for Service

An employee who has completed his/her workday, or who is on his/her day off, may volunteer to work and be compensated at the Fee for Service rate in effect at that time.

Full or Part-time Nurses may volunteer to do Fee for Service visits after completion of regular work assignment or on days that they are not regularly scheduled to work. Employees who have the option to make Fee for Service visits will be designated as exempt from FSLA.

III. Weather Emergency Policy

Policy:

The Executive Director, Montefiore Home Health Agency, or designee, is responsible for declaring a weather emergency for snow or hurricanes. When a weather emergency is declared, the following procedure will be followed:

Procedure:

1. A Communications Center will be established by Agency Administration. See Algorithm 2 Natural Disaster Civil Disturbance for detailed operational activities.
2. Agency Administration will have available a current list of the names, addresses and telephone numbers of all Agency personnel.
3. All Staff requesting to go off duty must obtain the approval of their supervisor. The supervisor may not give approval without prior clearance from either the Director of Patient Services or the Associate Executive Director.
4. Staff reporting to work late will be paid for the day.
5. As the day progresses, field staff who feel that the traveling is too hazardous will confer with their supervisor to triage patients who must be seen. A supervisory decision will then be made as to whether the staff should return to the office to do paperwork.
6. Staff who do not report to work can take vacation or personal time for the day.
7. No Agency Satellite office should reduce its hours of operation without prior approval from the Executive Director or designee.

8. When non-essential staff are permitted to leave work early, they must cover their time with vacation or personal time when a weather emergency is declared during work hours.

IV. Safety

A policy on safety as developed by the Executive Director with input from the Council representative will be available to all staff. The policy will be periodically reviewed and revised collaboratively as above.

V. Expense Reimbursement

Employees will submit daily expense logs on a monthly basis. The Employer will mail monthly reimbursement checks to individual homes.

VI. Transportation Allowance

Transportation allowance will be as follows:

Direct Care Staff Nurse – effective January 1, 1994 \$230 a month. Effective 6/4/06 increase base rate by \$3000 and discontinue monthly rate.

Home Health Nurse and Weekend Admission Nurse – included in base rate, \$230 a month. Effective 6/4/06 the rate will increase to \$250 – add \$240 to base rate before 2006 percentage increase.

Other titles not specified above will receive mileage reimbursement rate according to Employer policy.

All employees receiving a transportation allowance are required to obtain and maintain automobile liability insurance as established by the Employer.

VII. Parking

Non-field staff hired into MMC/HHA or who voluntarily transfer to a non-field position on or after January 15, 1993, who park in the Fordham Plaza lot will pay a monthly parking rate of sixty dollars (\$60).

Non-field employees hired prior to January 15, 1993, who park in the lot will park free of charge.

Liaison nurses who incur a second parking fee due to change in assignment will be reimbursed for the additional parking fee.

VIII. Phone Allowance

Employees who have a cellular phone will receive reimbursement up to \$40 per month allowance for use during the course of agency business. Effective 6/4/06 increase rate to \$45.

Employees receiving the phone allowance are required to submit a reimbursement form with the face copy only of their monthly cell phone bill attached. Submission must occur within three (3) months of receipt of the bill.

IX. Workload Guidelines

Management, with input from the employees, may establish weekly workload guidelines that will be clearly identified and subject to periodic review. The guidelines will be such that the workload may reasonably be accomplished during the normal workdays and workweeks.

Managers will monitor the nurses' assignment and make adjustments as necessary to facilitate completion of work during assigned workdays and workweeks. Factors to be considered in evaluation of the total workload for the week include: caseload (number of cases to be managed); visit volume including admission visits; patient acuity; duration of visits; non-billable visits; travel; meeting and office time.

Office time pre-scheduled by the nurse and/or supervisor will not ordinarily be canceled. If patient needs mandate changing office time, it will be rescheduled and not lost. The rescheduled time will be given to the nurse in writing at the time of cancellation. The amount of office time scheduled each week will correlate with total workload.

If a nurse believes that the weekly caseload guideline cannot reasonably be accomplished during his/her scheduled workdays and workweeks, he/she may bring forth this concern to his/her supervisor. The nurse and the supervisor will discuss the matter in an attempt to arrive at a resolution. If a mutually satisfactory resolution cannot be reached, the nurse then may raise his/her concern with the respective Clinical Director of Nursing. If the matter still is not resolved, then it can be pursued under the grievance procedure in Section 13.

X. Shift Differential and Shift Work

To meet coverage requirements, Liaison Nurses may be scheduled to work 12 noon to 8:30 p.m. Employees will receive the hourly shift differential rate in Section 10.03 Shift Differential for hours worked on this evening shift.

The Employer will make every effort to fill this schedule as a permanent shift assignment. Employees who take the permanent evening assignment will not be rotated to days to cover weekends.

An Employer may not rotate a day shift employee to cover the evening shift for more than four (4) consecutive weeks and no more than eight (8) weeks per year. Employees who are rotated to the evening shift will not be required to work weekends on the day shift.

XI. Weekend Admission Nurse

1. **Workweek:** Thirty-four and one-half (34-1/2) Hours
Workday: 8:00 a.m. to 8:30 p.m. on Saturday, Sunday and Monday
One (1) hour unpaid lunch and two (2) fifteen (15) minute paid breaks
2. Compensation for time not worked will be in accordance with Addendum G Alternative Work Schedules 34-1/2 hour workweek.

3. Compensation for time worked will be in accordance with the contract for a full-time 37-1/2 hour workweek. The salary will be at the Level IIE Home Health Nurse.
4. Weekend Admission Nurses are full time bargaining unit positions and entitled to all full time benefits except as stated above.
5. Work performed after 8:30 p.m. or in excess of 34-1/2 hours will be paid at the premium compensation rate. Employees may volunteer to do additional cases on a fee for service basis.

XII. Cross Coverage

In accordance with the arbitration decision in AAA case #13-300-01711-99, the Employer will not involuntarily assign the Grievants referred to in the aforementioned decision to sites other than their regularly assigned locations for the performance of weekend work.

Addendum D

MANDATORY OVERTIME POLICY

OBJECTIVE

To insure an acceptable level of nursing care on a given unit, based on that unit's minimum staffing requirement.

GUIDELINES

It is the policy of the Employer to avoid requiring employees to work overtime except in the following extreme situations:

1. Natural Disasters (i.e., snow, hurricane)
2. Code
3. Blackout
4. To provide minimal coverage on a unit, when the shortage is unplanned (less than twelve (12) hours notice, twenty four (24) hours for weekend shifts). The supervisor and his/her designee will act as a resource. Registered nurses will be frozen only to cover their own classification (i.e., staff nurse). Registered nurses will not be required to provide overtime unless there is more than one unplanned absence on a nursing unit, unless that unplanned absence results in a 33% reduction in required RN staff and a critical patient care situation.
5. A registered nurse floated off his/her own unit is not subject to being frozen.
6. A day off in lieu of pay may not be assigned when it will result in corresponding drop of staffing below minimum numbers.
7. Mandatory overtime will not be initiated for the purpose of covering for meals and breaks.
8. At Moses. The patient care coordinators are exempt from being frozen, but should, under extenuating circumstances, cover the unit. This decision will be made in consultation with the staffing person.
9. A mandated nurse may postpone twice per calendar year. The next nurse on the list must stay and the nurse who postpones stays at the top of the list. However, if the nurse at the top of the list is the only one qualified, he/ she cannot postpone.
10. Upon request a mandated employee shall receive ten (10) hours off between shifts.
11. No more than sixteen (16) consecutive hours can be worked.
12. Part-time employees who are mandated to work overtime, after working a full shift, will be paid at time and one half (1-1/2) their regular rate of pay.
13. Schedules with holes will be sent to the staffing office at least two (2) weeks before the schedule begins.

PROCEDURE

When an unplanned absence/shortage occurs, the Employer will do the following:

1. Seek overtime by interested employees both on duty and at home who are qualified to perform job functions.
2. Seek supplemental staffing options next (i.e., per diem and other qualified professionals).
3. Explore opportunities to seek coverage from nurses assigned to other units within clinical specialties. If none of the above procedures results in coverage, then the least senior nurse who is fully oriented to the job must accept the overtime. This will be done on an equitable rotation among all staff nurses on the unit. A rotation log book must be maintained on the unit.
4. The nurse who is required to stay must have the reason discussed with him/her. If he/she desires the explanation in writing, it will be provided.
5. The emergency situation will be evaluated continuously by the person in charge to ascertain the continuing need for overtime.
6. Ongoing attempts should be made to acquire voluntary overtime to staff the unit.
7. A nurse doing voluntary overtime on his/her unit to prevent the freezing of another staff nurse will record this in the rotation log and be rotated to the bottom of the list.
8. A nurse who is required to work such overtime, will receive an additional four dollars (\$4.00) per hour for the hours he/she is required to stay.

Addendum E

Medical Benefit Outline

The following outlines those benefits provided under the expired agreement ending January 15, 1996, as well as improvements to the benefit program for employees covered under this agreement. Effective June 16, 1993, health benefits coverage is extended to domestic partners (as defined by the Montefiore Medical Center).

For detailed description of benefits refer to MMC Summary Plan Description.

1. Medical Group Physicians

During the life of this agreement, eligible employees who receive professional services at the Medical Group, will receive such services without having to satisfy a deductible or having to pay any coinsurance.

Since these services will be provided without cost to the employee, claims cannot be made against any other insurance program provided by the Medical Center. Coordination of benefits provisions apply.

2. Optical Plan

Maximum benefit (including contact lenses) up to a maximum of \$150.00 every two (2) years for all pending claims and claims received after that date.

Eligibility for unmarried dependent children who are full-time students: fully dependent on employee for support up to age 25.

3. Hospitalization (Eastern Benefits Systems)

No requirement for pre-admission certification, concurrent review and discharge planning program.

4. Medical-Surgical

No mandatory second surgical opinion requirement.

5. Major Medical

Outpatient psychiatric benefit of 30% UCR or \$30 per visit, whichever is greater. A maximum 50 visits per year per person. Reimbursement of non-institutional nursing services is at the same rate as other licensed psychiatric care professionals.

Six hundred thousand (\$600,000) per cause, per person maximum for all sicknesses/illnesses.

\$5,000 maximum lifetime combined benefit for in-vitro fertilization and reimbursement for fertility drugs under prescription drug and major medical programs.

6. Prescription Drug Program

\$5,000 maximum lifetime combined benefit for in-vitro fertilization and reimbursement for fertility drugs under prescription drug and major medical programs. Per prescription, co-payment will be three dollars (\$3.00).

7. Dental Insurance

Plan includes annual maximum of \$1,200. Effective January 1, 2003, increase to \$1,300 and coverage up to age 25 for unmarried dependent children who are full-time students and fully dependent on employee for support. The orthodontia maximum remains unchanged at 80% to a maximum lifetime benefit of \$1,500.

Employees will have option to participate in a Dental Maintenance Organization (DMO) plan at cost equal to other employees.

8. Short Term Disability

For employees who have extended periods of illness/injury:

After 90 days of continuous employment and after all sick pay has been exhausted, Montefiore Medical Center (MMC) supplements statutory disability payments up to 2/3 of base salary to a maximum benefit of \$280 per week. Maximum MMC supplemental benefit will not exceed \$170 per week. Maximum benefit period is 26 weeks inclusive of period covered by paid sick leave.

9. Intermediate Term Disability

After 26 weeks of benefits under the above Short Term Disability Plan, MMC will continue the supplemental portion of the payment under the Short Term Disability Plan. Such supplemental benefits will be one hundred seventy dollars (\$170) per week for up to twenty-six (26) weeks.

10. Long Term Disability

After 364 days following onset of injury or illness, and after all benefits are exhausted under the Intermediate Term Disability Plan described above, MMC's disability carrier will pay 50% of annual earnings based on the 52-week period preceding the onset of disability not to exceed \$430 per month. Minimum benefit of \$85 per month.

If disability occurs prior to age 60, benefits are payable to age 65. If disability commences at age 60 or above, benefits are payable to age 70 or five (5) years whichever is shorter.

11. Retirement Benefits

Program provides benefits to eligible employees who retire from MMC and NYSNA Pension Plan if they participated in MMC's medical benefits plan and/or the NYSNA Benefit Fund, Plan 96-1A for the ten (10) consecutive years immediately prior to retirement at age 60 or older, and have made application for and received pension benefits from the NYSNA Pension Plan. Contributions will be made to the Multi-Employer Retirees Medical Trust to provide the following benefits:

Hospitalization, medical/surgical coverage, major medical insurance, prescription drug program and life insurance as set forth in the MMC Retired Registered Nurse summary plan description in effect January 1, 2005. The Employer can utilize different providers while maintaining or improving the design of benefits and/or level of benefits.

If the employee was employed as a full-time RN during the entire ten (10) consecutive year period immediately prior to retirement, no employee contribution will be required. If, however, the employee was a regular part-time employee during any portion of the ten-year period and participated in the medical plan by contributing their proportionate share of the cost, then a calculation will be made to determine the retired employee's proportionate share of the cost for the retiree benefit (i.e., if the employee worked full-time for five (5) years and 50% time for five (5) years, then the employee would pay 25% of MMC's cost for the retiree benefit). If the employee had eligible dependents during the ten (10) continuous year period mentioned above and covered those dependents and

paid for their coverage, then the employee would be eligible to continue dependent coverage into retirement.

12. Regular Part-Time Employees

Regular part-time employees may participate in the Health Benefit Plan by paying a pro rata share of the Employer's cost based upon the employee's scheduled hours (i.e., a regular part-time employee scheduled to work 75% of the full-time work schedule will pay 25% of MMC's cost. MMC will pay the remaining 75%).

Employee contributions required for participation will be pre-tax contributions instead of post-tax contributions.

13. Medical Care Reimbursement Account

A Medical Care Reimbursement Account will be offered to all full-time and regular part-time nurses to pay for un-reimbursed medical expenses which will be funded by nurses on a voluntary basis up to \$2,000 per year.

14. Dependent Care Reimbursement Account

A Dependent Care Reimbursement Account will be offered to all full-time and regular part-time nurses to pay for un-reimbursed dependent care expenses which will be funded by nurses on a voluntary basis up to \$5,000 per year.

15. As of January 15, 2001 Medical coverage will expand to include:

- Sleep Apnea
- Chiropractic
- Morbid Obesity
- Bone Marrow transplant for breast cancer
- Orthotics if serious medical implications
- Dependent Student coverage to age 25

16. Health Coverage when Disabled

If you become disabled, receive long term disability benefits and Social Security disability benefits, health care coverage for you continues for up to 24 months. Coverage for your family members stops, unless they elect continuation coverage. This benefit provides retroactive payment once an employee has met the afore-mentioned requirements.

17. Change in Health Benefits Provider/Network

Montefiore Medical Center ("Montefiore") desires and firmly intends to maintain the design and the level of benefits of Montefiore's self insured benefit plan for active registered nurses as described in the Plan's Summary Plan Description dated January 1, 2005 (the "Plan"). Notwithstanding the foregoing, Montefiore can change and/or add any third party administrator, provider network and/or hospital network (the "Changes"). In the event the Changes require a modification of the Plan's design and/or level of benefits, then Montefiore will notify NYSNA of such modifications and NYSNA will be deemed to have accepted such modifications unless, within ninety (90) calendar days of such notice, NYSNA agrees, subject to a membership vote, to Montefiore becoming a participating employer in the NYSNA Benefit Fund Plan 96-1A.

Addendum F

ALTERNATE WORK SCHEDULES

GENERAL POLICY

The Employer and New York State Nurses Association will permit alteration of the normal workday and workweek to permit other systems and scheduling of work time. Changes in the workday or workweek for the purpose of institution of an alternate work schedule shall be permitted at its inception after the mutual agreement of the Employer and the Association. Employees who work alternate work schedules will be covered by the collective bargaining agreement between the parties in total except as amended herein.

POLICY APPLICABLE TO: Registered Nurses only.

Definition of Alternate Work Schedule

1. **Workday** - The employee works eleven and one-half (11.5) consecutive work hours, excluding any scheduled meal period.
2. **Work Period** - The work period is one hundred and fifty hours (150) within two (2) consecutive pay periods.

Availability of Alternate Work Schedule

1. Alternate work schedules may be implemented on all nursing units within the Department of Nursing where the work schedules can accommodate it.
2. Positions budgeted as registered nurse positions may be converted to alternate work schedule positions.
3. The number of budgeted registered nurse positions per unit to be designated as alternate work schedule positions will be determined by the Administrative Nursing Supervisor. Factors influencing the allocation of alternate work schedule positions include but are not limited to:
 - unit workload distribution
 - professional/non-professional staff mix
 - interest of staff RNs
 - staffing standards

The table of organization per unit must be approved by the Director of Nursing. Requests by nurses for alternate work schedule will not be unreasonably denied.

4. The Director of Nursing may increase or decrease the number of budgeted RN positions allocated to AWS. The rationale for the plan will be submitted to the Association for discussion and review prior to implementation.

5. The Administrative Nursing Supervisor may temporarily suspend an Alternate Work Schedule Program. The rationale for the decision along with a timetable for reinstating the program must be submitted to the Director of Nursing for review and approval, with a copy to the Association.
6. In cases where the above decisions affect occupied positions, a minimum notification of three (3) months for Moses and two (2) months for WHAECOM will be given to the involved employees.
7. The overall implementation of alternate work schedules is administered by the Director of Nursing and will not be done in an arbitrary or capricious manner.
8. Incumbent employees as of date of ratification currently on AWS will have the right to remain on AWS for the term of the contract except as modified by subsection 3 under Eligibility of Staff and Section 5.07 Position Elimination/Employee Displacements/Layoffs.
9. Every effort will be made by the Employer to accommodate an employee's request to convert to an AWS except on those occasions where it adversely impacts quality patient care or operating costs.

Eligibility of Staff

1. Staff Nurses in the job classifications of full-time or part-time are eligible for alternate work schedules.
2. Nurses holding Clinical Nurse Specialist and Clinical Instructor positions within the department are not eligible for alternate work schedules. Patient Care Coordinators are eligible for alternate work schedules with approval of the Administrative Nursing Supervisors.
3. Staff Nurses whose work record reflects formal disciplinary action (written warning WHAECOM) for absenteeism may become ineligible for alternate work schedules. In the event that the disciplinary action is subject to grievance, both parties agree to make all reasonable efforts to expedite the processing of the grievance, so that a decision may be rendered within the two (2) month notification period. For this purpose, the grievance process is defined as Steps One and Two.
4. Available alternate work schedule positions will be offered to current employees on a seniority basis unless an alternate process is agreed to by at least 3/4 of the nurses on the unit.
5. If available alternate work schedule positions are not filled by current employees, positions will be posted and recruited for in the usual manner.
6. Openings on alternate work schedules will be offered to current employees by seniority, before they are offered to nurses not currently employed.

Scheduling Practices

1. Hours of Work:

Eleven and one half (11.5) consecutive hours of work. Total hours per two (2) consecutive pay periods is one hundred and fifty (150).

Other work schedules are restricted and require approval by the Director of Nursing before implementation.

Moses

9.25 hours restricted to Emergency Room, Post Anesthesia Care Unit and the Patient Care Coordinators in CCU, MICU, East 3, N7AE and Peds.

12.5 hours restricted to Operating Room and Post Anesthesia Care Unit.

WHAECOM

9.5 hours for 3 days each week and 9.0 hours for 1 day each week (total 37.5 hours weekly).

2. Meals and Breaks

Moses

9.25 hours (i.e., 7:00 AM-5:30 PM)

meal 1 hour

breaks 2 @ 20 minutes

11.5 hours (i.e., 7:00 AM -7:30 PM)

meal 1 hour

breaks 1 @ 30 minutes

1 @ 15 minutes

12.5 hours (i.e., 10:00 AM - 11:30 PM)

meal 1 hour

breaks 3 @ 15 minutes

Breaks may be combined if staffing permits, as determined by the Patient Care Coordinator, Charge Nurse, Administrative Nursing Supervisor or Administrative Nursing Coordinator.

HAECOM

9.5 hours (i.e.,7:00 AM - 5:30 PM)

meal 1 hour

breaks 2 @ 15 minutes

11.5 hours (i.e., 7:00 AM - 7:30 PM)

meal 1 hour

breaks 1 @ 30 minutes

1 @ 15 minutes

3. Holidays

Moses

a) Only available holiday time may be scheduled, for a total of 90 holiday hours per year.

b) No more than two 11.5 hour holidays may be attached to a day or days off.

WHAECOM

a) Total of 97.5 hours of holiday time will be scheduled per year, as outlined in scheduling policy.

4. Vacations

- a) Annual vacation will be issued as follows:
 - 187.5 hours = 5 weeks vacation, after five years of employment
 - 150.0 hours = 4 weeks vacation, if employed 1-5 years
 - 75.0 hours = 2 weeks vacation between 6 months and 1 year of employment
 - b) Vacation time will be scheduled as outlined in the Vacation Policy.
 - c) Vacation requests that fall on a week where 46 hours are scheduled, will be paid at 46 hours of vacation time.
 - d) Vacation checks will automatically be made available the Thursday prior to the vacation week, unless the Payroll Office is notified otherwise.
5. Requested Time Off
- a) Requests for days off must be submitted at least one week in advance of the posted period. Once schedules are posted, time changes are the responsibility of the nurse. Arrangements for coverage must be within the same period and subject to supervisory approval.
6. Payroll Practices
- a) Shift Differentials:
 - Employees on alternate work schedules will receive shift differential for work schedules where the shift begins before 0600 or ends after 2000.
 - Employees hired after June 16, 1993, the ratification date of the current contract, who work 11.5 or 12.5 hour schedules will receive shift differential for work schedules where the shift begins before 0600 or ends at 2200 or later.
7. Overtime:
- a) No more than four additional hours may be worked on a day the nurse is scheduled on duty for 11.5 hours.
 - b) Full-time employees - premium pay will be issued for hours in excess of assigned hours.
 - c) Part-time employees - premium pay will be issued for hours in excess of 75 hours bi-weekly.
8. Sick Time:
- a) Sick time is earned at the rate of 7.5 hours monthly.
 - b) A maximum of 90 hours of sick time pay is accrued annually.
 - c) An employee on an alternate work schedule is eligible for sick pay if notification is received as called for in the current contractual agreement.

9. Jury Duty

Any employee assigned to an Alternate Work Schedule under this Agreement who is granted Leave for Jury Duty per Section 7.15 of the collective bargaining agreement will have his/her schedule converted to a Monday to Friday schedule for the duration of the jury duty assignment and will work such days during each week (Monday to Friday) that are *not subject to pay for jury duty per Sections 7.15 and 7.16.*

10. Implementation

- a) No increment in budgeted positions will be approved for units implementing alternate work schedules.
- b) Total paid dollars and FTE's may not exceed the unit labor budget, both in dollars and FTE's.
- c) A written implementation plan must be submitted to the Director of Nursing prior to implementation of alternate work schedules. The implementation plan should address, but not be limited to, the following:
 1. orientation of new employees
 2. change of shift report
 3. unit based controlled substance procedures
 4. unit organization structure or patient care delivery system
 5. staff meetings
 6. in-service education

11. Fair Labor Standards Act

It is mutually agreed that to the extent it is possible under the Fair Labor Standards Act, regular full-time and part-time nurses at Moses and Weiler will be classified as exempt under the law.

In the event that such exemption is not available under the law and the parties cannot agree to modifications that allow for compliance with the law, then alternate work schedule employees will request vacation or holiday time during the four (4) day workweek to avoid incurring overtime liability or convert to a workweek's schedule that does not incur an overtime liability.

Addendum G

Alternative Work Schedules 34-1/2 Hour Workweek

Availability

The Employer will make the 34-1/2 hour schedule available to employees at its discretion, but in a fair and equitable manner.

Participation

Employees will participate in the 34-1/2 hour work schedule on a voluntary basis only for current employees, but at the Employer's option for new hires.

Employees may request to begin or stop working a 34-1/2 hour schedule. Request will be granted based on availability of shift.

Classification

Employees on the 34-1/2 hour schedule will be classified as regular full-time employees except that they will be considered part-time for purposes of pension and will be entitled to all full-time benefits except for modifications as set forth in this Addendum.

Work Day

The work day will be the same as the eleven and one-half hour (11-1/2) work day set forth in addendum G.

Workweek

The workweek will be thirty-four and a half (34-1/2) hours consisting of three (3) 11.5 hour work days per week

Overtime

No more than four (4) additional hours may be worked on a day the nurse is scheduled on duty for 11.5 hours.

The premium compensation rate will be paid for all hours in excess of assigned hours.

Compensation for Time not Worked

Annual amounts of benefit time will be as follows:

Holiday:	55 hours
Personal:	27 hours (Moses) 34-1/2 hours (Weiler)
Vacation:	138 hours (4 weeks) 172.5 hours (5 weeks)
Sick Leave:	82 hours
Death in the Family:	Three 11-1/2 hour days (Moses) Three 11-1/2 hour days (Weiler)
Marriage Leave:	Three 11-1/2 hour days

Pro rated differentials are paid at a rate determined by dividing the contractual full-time rate by 1.087.

Nurses who elect to participate in this Alternate Work Schedule will receive the contractual or individual (A1.02A) base rate minus 10.5% of such base and minus 8.7% of the insurance benefit cost for their benefits defined in Addendum F, Paragraphs 1 - 11.

Rates will be modified proportionately when contractual rates are changed.

Addendum H

PARKING - WHAECOM

1. The Weiler division will issue 53 parking stickers to day shift bargaining unit registered nurses. Effective April 1, 2006, the number of spaces will increase to 56.
2. A separate waiting list for bargaining unit registered nurses will be maintained jointly by the Nursing and Security Departments. Placement on the waiting list will be based on seniority. RNs will be placed on the waiting list upon request. Only registered nurses from this list will be issued parking stickers as they become available from the number issued under Paragraph 1.
3. Continuing the current practice, up to 45 spaces as needed will be held vacant for evening bargaining unit registered nurses.
4. Nursing Administration will provide the NYSNA Council with the list of those nurses with parking stickers and a copy of the waiting list semi-annually.
5. All evening and night staff will continue to be given permits to park in the main parking lot.
6. The Hospital will continue measures to improve parking lot security. A committee composed of representatives of the Nursing Council and Hospital Administration will meet quarterly to evaluate security measures and effectively recommend further improvements.

Addendum I

13.06 Grievance Mediation Procedure

1. Any grievance, dispute or controversy subject to the grievance-arbitration procedure, Article 13 of the aforesaid labor agreement may, at the option of both parties, be referred to grievance mediation under this mediation agreement if the same is not resolved at Step 3 of the grievance procedure thereunder.
2. Grievance mediation shall be in addition to and shall not waive either party's right to seek arbitration under the labor agreement. By agreeing to grievance mediation, the parties do not agree the matter is subject to arbitration and reserve their right to raise that issue at a later time if the matter is not resolved at the mediation step.
3. The mediator shall render an immediate oral opinion on each question submitted to mediation before or at the close of any mediation session held hereunder. Both this opinion and all statements made during grievance mediation are deemed strictly confidential and shall not be referred to or cited in any subsequent arbitration and/or court proceeding, except where otherwise agreed to by both parties. Moreover, neither party shall require any testimony or appearance by the mediator in any subsequent proceeding.
4. While the grievance mediator is not necessarily bound by the language of the parties' labor agreement in making his/her suggestion and/or opinions, the orderly administration of that labor agreement requires that such language must be adhered to whenever and wherever possible.
5. If the parties both agree, more than one grievance, dispute or controversy may be submitted during the same grievance mediation session.
6. This grievance mediation agreement shall expire at the expiration of this contract unless extended in writing by both parties hereto.

However, matters submitted to grievance mediation prior to this contract may still be heard by the grievance mediator even though the mediation session may not be held until after this mediation agreement expires.

Addendum J

LONG TERM DISABILITY

The Employer agrees to provide payroll deduction services to bargaining unit employees who choose to purchase LTD coverage from an Association designated carrier.

The New York State Nurses Association agrees that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Long Term Disability Program. These are voluntary employee contributions made pursuant to written authorizations by participating employees. Montefiore's sole and exclusive role and obligation is to make such authorized deductions and to remit them to the insurer or provider exclusively selected and designated by the Association.

Montefiore shall not be deemed to be a fiduciary with respect to such Long-Term Disability Program. The parties agree Montefiore has no responsibility or authority, discretionary or otherwise, to control, manage, operate, administer or render investment or other advice with respect to such program.

Addendum K

Clinical Divisions for Section 5.07

Effective November 1, 2002:

- The following is a list of Clinical Divisions separated by Constituent Units referred to in Section 5.07 Displacement and Layoff.

Nurse Practitioners will be placed in a Clinical Division based on their specialty.

Any position without a designated Clinical Division will be placed in the Clinical Division with the most similar skill set.

Clinical Divisions for Purpose of Displacement/Layoff

	CONSTITUENT UNITS		
	MOSES	WEILER/EINSTEIN	HOME HEALTH AGENCY
CLINICAL DIVISIONS			
Medical/Surgery	Klau 4-8, NW8, RD		CHHA
	Oncology & Infusion Center, Radiation Oncology	Oncology & Infusion Center Radiation Oncology, 11S	LTHHCP
	NW4, Oncology Special Care Unit, Laminar Air Flow	10S, 9S, 10N	
	GI Suite/Medical Intervention Suite	GI Suite	
	N7B&N7B Stepdown Unit	11N & 11N Stepdown Unit	
	N7AE&W		
	Interventional Radiology	Interventional Radiology	
	Dialysis	Dialysis	
	R1 & Pulmonary Care Unit	Lubin Rehab	
Critical Care	Surgery Center/Pediatrics Day Hospital	Surgery Center	
	Post Anesthesia Unit	Post Anesthesia Unit	
	Medical Intensive Care Unit	Medical Surgical Intensive Care Unit	
	Surgical Intensive Care Unit		
	Cardio Thoracic Surgery Intensive Care Unit	Coronary Care Unit-Cardio Thoracic Intensive Care Unit	
	Adult Emergency Department	Emergency Department	
	N6A&B	8N & 8S	
	Cardiac Cath Lab	Cardiac Cath Lab	
	Infection Control	Infection Control	
	Coronary Care Unit		
Children's Hospital at Montefiore (CHAM)	Infants		
	Children		
	Adolescents		

	MOSES	WEILER/EINSTEIN	HOME HEALTH AGENCY
CLINICAL DIVISIONS			
	Pediatric Intensive Care Unit		
	Pediatric Emergency Department		
	Epilepsy Unit		
Women & Children		Labor & Delivery Nurse Midwives	
		Neonatal Intensive Care Unit	
		Mother/Baby, 6S & 5S	
		MFAC	
Psychiatry	Klau 2 Psychiatry, Psychiatry Observation Suite		
Perioperative Services	Operating Room	Operating Room	
Ambulatory Services	Hospital Based Clinics MMG (West of Bronx River Pkwy) Blood Bank Medical Arts Pavilion OHS Nuclear Medicine Sickle Cell Day Hospital	Hospital Based Clinics MMG (East of Bronx River Pkwy) Blood Bank Montefiore Medical Park OHS Nuclear Medicine	
CCCs	CCCs	CCCs	
Anesthesiology	Certified Registered Nurse Anesthetist	Certified Registered Nurse Anesthetist	
Corporate Clinical Divisions			
DEOD			
QI & CMO			

Addendum L

Contract/Affiliation Positions

A professional nurse represented by the NYSNA who is hired or transferred into Contract/Affiliation positions shall be furnished the waiver below, for signature.

NAME: _____ DATE: _____

POSITION/DEPT. _____ SS#: _____

CONTRACT/AFFILIATION POSITIONS

In accordance with the policies of Montefiore Medical Center, I acknowledge being informed that my employment is in a contract affiliation position and that it may be terminated with the termination of contract affiliation. In the event I am laid off/displaced from the position, my options are (a) to accept a vacancy for which I am qualified, or (b) accept terminal benefits under section 10.01.

Employee Signature: _____ DATE: _____

Future hires into contract/affiliation positions will be presented with this acknowledgment. Incumbents as of 8/12/99 will be placed in the Ambulatory Services Clinical Division for purposes of Section 5.07.

Addendum M

Non-Hospital Funded Position

A professional nurse represented by the NYSNA who is hired or transferred into a Funded/
Special Project position shall be furnished the waiver below, for signature.

NAME: _____ DATE: _____

POSITION/DEPT.: _____ SS# _____

FUNDED/SPECIAL PROJECT POSITIONS

In accordance with the policies of Montefiore Medical Center, I acknowledge that my employment is in a non-budgetary or special project position and that it may be terminated with the expiration of funding for this position. In the event I am laid off/displaced from the position, my options are (a) to accept a vacancy for which I am qualified, or if there is no vacancy for which I am qualified, (b) bump the least senior employee in the constituent unit, if qualified, or (c) accept terminal benefits under section 10.01.

Employee Signature: _____ DATE: _____

Addendum N

Elimination of Mandatory Overtime

The parties agree to strive toward achieving the goal of eliminating mandatory overtime. To help achieve this goal the Employer will implement a tracking system wherein nursing managers will report each instance of mandated overtime, with qualifying criteria, to the Chief Nurse Executive's designee. On a monthly basis this information will be broken down by unit and shared with the Association. Other data will also be reviewed such as vacancies, LOA, staffing, voluntary overtime, and sick and emergency call ins.

The Employer will meet and discuss the issue of mandatory overtime upon Association request. If the issue is not resolved then either party may open the contract to negotiate over mandatory overtime. For the purpose of these negotiations Section 12 Business or Employment Interruption will be waived.

In working to eliminate mandatory overtime both parties will take verifiable steps to achieve this goal such as:

Employer:

1. Seek and encourage voluntary overtime
2. Expand the Per Diem pool
3. Utilize in-call systems where appropriate
4. Expand the Resource Center (Float Pool)
5. Work to fill vacancies
6. Provide incentives to increase retention
7. Increase staff who work to fill staffing holes
8. Have contracts with outside staffing agencies to provide emergency back up staffing
9. Maintain Staffing Schedules that anticipate routine fluctuations in patient census and acuity
10. Conduct employee health promotion activities

Association:

1. Encourage members to give as much advance notice as possible for emergency and sick call ins
2. Participate in employee health promotion activities
3. Encourage members to seek outside nurses to fill vacancies

Addendum O

DETERMINING TITLE INCLUSION WITHIN THE BARGAINING UNIT

The Employer and the Association are aware that there are Medical Center employees working in titles that require an R.N. license but are not specifically included or excluded in Section 1 Agreement Scope.

In order to determine the appropriate bargaining unit status of these titles, the parties agree to the following procedure:

1. The Employer will notify the Association of any new titles it creates that require an R.N. license.
2. The Employer, upon Association request, will produce sufficient relevant information regarding the titles in order for the Association to make an informed determination of bargaining unit status.
3. If the Association believes bargaining unit inclusion is warranted, it will make a written request including rationale for inclusion.
4. If the Employer does not agree, it will provide a written response with its rationale.
5. The Association may then pursue other contractual or legal options.
6. Annually, upon Association request, the Employer will provide a list of nurses in non-bargaining unit titles described in paragraph 1 above. The list will consist of title, name and location.

Addendum P

IN-CALL POLICY

I. Policy

This policy becomes effective upon contract ratification. Nurses who volunteer for in-call will be expected to assist with emergent procedures when they occur during hours when there is no regularly assigned shift and/or during evening, night time, holidays or weekend hours.

II. Responsibilities

- A. All trained nurses should share in-call coverage on an equitable basis. Once an employee volunteers for this program, he/she may withdraw upon three (3) months' notice.
- B. The employee will be provided with a beeper (two beepers to be available for use).
- C. The employee may switch a scheduled in-call day when mutually agreed upon by that employee and another qualified nurse. However, coverage remains the responsibility of the employee originally scheduled to be "in-call", and it is his/her responsibility to notify the appropriate individuals of any change in coverage.

III. Compensation

The employee will be compensated as follows:

- A. Receive seven dollars (\$7.00) per hour for each hour of "in-call" until called into work. (If call is transferred to another staff employee, that other employee will receive this compensation);
- B. If called into work, receive two hundred and fifty dollars (\$250) regardless of the number of hours worked;
- C. Receive one and one-half (1 ½) times the employee's regular compensation rate for all hours worked up to the nurse's regularly scheduled shift, in addition to the two hundred and fifty dollars (\$250) described above;
- D. If called into work on a holiday (as designated in Section 7.01), receive the amounts described in paragraphs A, B and C above, plus an additional day off;
- E. Employees required to work mandatory overtime when a procedure continues past the regularly paid shift will be paid according to Addendum D; and
- F. Holiday or vacation time will not be adversely affected by taking "in-call". When a nurse is off on a holiday or vacation time, he/she may take call without loss of time due.

IV. Specific Protocols

The following units will adhere to the specific protocols / procedures listed thereunder.

A. Apheresis Unit (Moses and Einstein)

1. Nurses in the Moses and Einstein apheresis units who volunteer to be available for in-call will perform procedures at either site, as needed.
2. Such nurses also will participate in a schedule to cover all weekend and holiday days, from 8:00 a.m. to 6:00 p.m. Overtime after regularly scheduled hours is not covered by this agreement.
3. An attending physician will evaluate the patient, obtain consent, venous access and write orders for the procedure. He/she will call the nurse on "in-call" to inform the nurse of the procedure. The attending physician will call the nurse only if, in his/her judgment, the procedure must be performed before regularly scheduled hours.

B. Cardiac Cath Lab (Moses and Einstein)

1. Einstein

- a. All Cardiac Cath trained nurses should share "in-call" coverage for weekday hours starting at 7:00 p.m. through 7:00 a.m. Monday through Friday, and weekend and holiday hours beginning at 7:00 a.m. through 7:00 a.m. the following day (24 hours).
- b. Response to an emergency procedure must be less than 45 minutes (arrival in department).
- c. The cardiologist and/or designee will coordinate between the technologist and "in-call" nurse. The cardiologist will ensure that a special procedure technologist is available to perform the emergency procedure prior to calling in the in-call nurse.
- d. The "in-call" nurse will submit the completed "In-Call Payment" form to the cardiology administrator no later than 3:00 p.m. Friday each week for any in-call worked during that week.

2. Moses

Procedures shall be according to unit department protocol.

C. Dialysis (Moses and Einstein)

1. Moses

- a. The renal fellow on call must personally examine and evaluate the patient after a request for emergency hemodialysis is made. A decision to approve emergency dialysis cannot be made by fellows over the telephone.
- b. When the renal fellow verifies that emergency dialysis is necessary, the fellow must contact the dialysis attending of the month, or the Director of the Hemodialysis program, or the Chief of the Renal Division. The approval for an emergency dialysis can only be given by one of these three attendings. Once approval has been given, the renal fellow must notify administration, and nursing will call in the hemodialysis nurse on the in-call schedule.

- c. The renal fellow must remain in the dialysis unit with the patient for the entire time of dialysis, and until the patient is returned to the Emergency Department or the floor.
- d. The renal fellow and the nurse will complete a case report on each emergency for presentation at the Renal Medical Q. A. meeting following the case.

2. Einstein

- a. The renal fellow / attending nephrologist makes an assessment whether the patient needs immediate dialysis.
- b. In the event of an emergency, the renal fellow or the attending nephrologist activates the in-call system by contacting the in-call nurse and assures the patient is in a room with a water hook up.
- c. In the event there are two (2) or more emergencies, the nephrologist determines the priority of treatment based on the patient's medical needs.
- d. The renal fellow/attending nephrologist remains in the dialysis unit until mutually agreed with the nurse on call, and remains available on site.
- e. After the "in-call" dialysis treatment, if the nurse questions that the treatment was not needed emergently, the Administrative Nursing Manager / Administrative Supervisor will be notified and will conduct a focused review.

D. G.I. Suite

1. R.N. Responsibilities

- a. The GI "in-call" program provides nursing support for patients who require emergency endoscopy.
- b. "In-call" coverage will be available Monday through Friday from 8:00 p.m. to 6:00 a.m., and for 24 hours on Saturday, Sunday and holidays. A nurse will be assigned to cover in-call each day.
- c. The "in-call" schedule coverage list will be completed no later than two (2) weeks prior to the effective date.
- d. If a nurse assigned to "in-call" needs to change or switch coverage as described above in II.C, he/she will mark the change on the in-call schedule posted in the staff lounge.
- e. The nurse assigned to "in-call" is responsible to arrive at the Unit within one (1) to one and one-half (1 ½) hours from the time he/she is paged.
- f. Each nurse volunteering for the "in-call" program will sign the G.I. Suite In Call Program agreement.

2. Physician Responsibilities

- a. After seeing the patient, the GI Fellow and Attending Physician will determine when an emergency exists which requires endoscopy and which cannot be resolved by any other treatment modality.

- b. The GI Fellow will then check the GI in-call coverage list posted in the staff lounge to obtain the name of the nurse on call. He/she will page the nurse on call. Should backup coverage be necessary, the nurse assigned to such will appear on the coverage list as well.
- c. The GI Fellow is responsible for supervising the care of the patient and remaining with the patient throughout the procedure.

3. Dual Responsibilities

- a. The nurse on call and the GI Fellow may be responsible for transporting the patient to and from the GI Suite if fluoroscopy is necessary during the procedure or if non-transportable equipment is needed.
- b. Both the nurse on call and the GI Fellow are required to complete a case review report after each emergency case for presentation at the next GI Quality Assurance Meeting.

E. Radiology (Einstein)

1. All radiology trained nurses should share in-call coverage for weekday hours starting at 7:00 p.m. through 7:00 a.m. Monday through Friday, and weekend and holiday hours beginning at 7:00 a.m. through 7:00 a.m. the following day (24 hours).
2. Response to an emergency procedure must be less than 45 minutes (arrival in department).
3. The radiologist and/or designee will coordinate between the technologist and in-call nurse. The radiologist will ensure that a special procedure technologist is available to perform the emergency procedure prior to calling in the on-call nurse.
4. The in-call nurse will submit the completed "In-Call Payment": form to the Radiology Administrator and Associate Administrative Supervisor no later than 3:00 p.m. Friday of each week for any in-call worked during that week.

Addendum Q

Health Benefit Coverage During Leaves of Absence

For leaves taken pursuant to Section 8.02(a), health benefit coverage will be provided up to a maximum of four (4) months. Health benefit coverage can be continued beyond the four (4) months by including or attaching paid vacation up to the limit of available paid vacation.

For leaves of more than one (1) month taken pursuant to Section 8.02(b), (c) or (e), an employee will be provided health benefit coverage under COBRA as applicable, beginning the first day of the month following the start of the leave, or the Family Medical Leave Act if applicable. For leaves of one (1) month or less there will be no break in health benefit coverage.

For leaves taken pursuant to Section 8.02(d), an employee will be provided health benefit coverage for a maximum of six (6) months. After six months, the employee may extend his/her coverage as applicable under COBRA, up to the maximum allowable limit under COBRA. Seven months coverage for combined maternity and sick leave as described in 8.02(e).

Addendum R

Weekend Work Obligation: Better Benefits

In the event that the existence of weekend better benefits negatively impact the functioning of a unit, then both parties will meet and develop mutually agreeable solutions.

Addendum S

Corporate Clinical Divisions Quality Improvement (QI)/Contract Management Organization (CMO) Division of Education and Organizational Development (DEOD)

A corporate clinical division will be defined as a designated clinical division within Montefiore Medical Center that services more than one constituent unit. Such designation will require a mutual agreement between the parties.

A. Transfers

1. Employees who transfer into a corporate clinical division will maintain bargaining unit seniority and all benefits from the constituent unit from which they transfer.
2. Employees displaced from a corporate clinical division will be displaced to the constituent unit from which they transferred.

B. New Hires

1. Employees hired directly into a corporate clinical division will be assigned to a constituent unit on an alternating basis starting with Moses. Employees assigned to Einstein will receive the Einstein leave benefits.

Addendum T

Weekend Work Memo of Understanding

The parties agree that outstanding issues regarding the subject of weekend work assignment may be addressed at the monthly Care Center meetings in accordance with Section 3.07 Staffing, Subsection meetings.