



545-583

**Collective Bargaining
Agreement**

Between

Ithaca Health Alliance, Inc.

and

**Workers United
Rochester Regional Joint Board
SEIU**

**Effective: March 1, 2015
Expiration: March 1, 2018**

**Collective Bargaining Agreement between Ithaca Health Alliance and
Rochester Regional Joint Board, Workers United**

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Whereas, the parties desire, by collective bargaining, to establish and maintain harmonious relations,

This Agreement is made the 18th day of May, 2015, between the union representing the Employees of the Ithaca Health Alliance, the Rochester Regional Joint Board, Workers United, SEIU, herein called the "Union" and the Ithaca Health Alliance, Inc. herein called the "Employer".

1. Union Recognition

(a) The Employer recognizes the Union as the exclusive representative of its Employees at its Ithaca, New York facility in the following positions: Administrative Coordinator, Clinic Coordinator, Education Coordinator, and Substitute Clinic Coordinator. No other employee positions shall be members of or represented by the Union, except as per Section 1(b) below.

(b) Upon the creation of a new Employee position, the Union and the Employer shall confer and attempt to mutually agree upon the eligibility of any Employee filling such position for membership in the Union however if such employees are administrative and non-managerial they will be presumed to be in the bargaining unit.

(c) The term "Employee" as used in this Agreement refers solely to bargaining unit Employees.

2. Just Cause

(a) Employees may only be disciplined for just cause and with due regards to their reasonable rights.

(b) All discipline of Employees must be in writing.

(c) An Employee has the right to produce a written rebuttal for any warning and have it placed in his or her personnel records.

3. Non-Discrimination

The Employer and the Union shall not discriminate against any Employee because of race, sex, color, national origin, age, religion, military service, disability, sexual orientation, or in any other manner as may be prohibited by applicable law.

4. Union Activities

(a) The Union will provide the Employer's executive director and board of directors with notice of any Employee whom it designates as an Employee representative or officer of the Union, as well as the names and contact information for designated union

representative(s) assigned to the local union. Designated stewards and officers have authority to represent the Union in dealing with management.

(b) Union business, including grievance handling, shall be conducted by Union members. Employees and stewards on their own time or at mutually agreeable times and places.

(c) One designated Union member will be scheduled off without pay for up to six (6) days per year to attend Union function or meetings, provided that the Employer receives at least thirty (30) days' advance written notice of each use of such days. Additional members at other times may request days off for union activities but will be given time off at the discretion of the Employer.

(d) The Employer will provide the Union with space to post notices for meeting announcements, election of officers, or any other Union information for the benefit of the members. The Union and its members agree not to post written materials elsewhere on the Employer's premises.

(e) A Union representative from Workers United will be permitted to visit the Employer's premises to administer this Agreement. The Union agrees to give at least two (2) hours notification of its intent to visit the property. When present the Union business agent may meet with Employees during non-work time and in a mutually agreed upon non-work area.

(f) The Employer will afford the Union a meeting of thirty (30) minutes with new Employees as part of their orientation.

5. Labor-Management Committee

(a) A Labor-Management Committee will meet at least every three (3) months to discuss work-related and issues. The Union and the Employer may each designate up to three (3) persons (who need not be Employees or Board members) to represent it at meetings of the Labor-Management Committee. No person who has not been designated as a representative of the Union or the Employer shall be permitted to attend such meetings without the consent of all such representatives. The Union and the Employer may change its designated representatives at any time provided that notice of any such change be delivered to the representatives of the other party at or prior to the first meeting which a newly designated representative attends.

(b) The Labor-Management Committee may not negotiate terms and conditions of employment. Requests to meet shall be in writing and shall include a proposed agenda of matters to be discussed, available dates and times, and the names of the persons designated to attend the meeting as representatives of the party requesting the meeting. No meeting shall be construed by either party to require that any provision or items in this Collective Bargaining Agreement be re-negotiated or that there is any

obligation to bargain over any issue covered by this Agreement during the term of this Agreement.

- (c) Time spent in Labor-Management meetings shall be without loss of pay.

6. Hours of Work and Work Schedules

- (a) Guidelines for Employees' work schedules will be determined in their job descriptions.

- (b) Overtime shall be paid at time and one half after 40 hours per week in accordance with the Fair Labor Standards Act. No Employee may work overtime hours without the prior approval of the Employer.

- (c) No Employee shall be forced to work overtime.

- (d) Employees are entitled to a 30-minute paid lunch break during an 8-hour work shift. Employees are entitled to a 15-minute paid break during a 4-hour work shift.

- (e) Employees will be paid for a minimum of three (3) hours if they are called into work or report for work as scheduled without being notified in advance that their work was not needed.

- (f) For payroll purposes the work week begins at 12:01 a.m. on Sunday and ends at midnight on Saturday.

- (g) The Education Coordinator, Clinic Coordinator, and Administrative Coordinator are all expected to work the schedules that their respective operational functions may require. The Clinic Coordinator is expected to work during clinic shifts, the Education Coordinator is expected to work during educational events, and the Administrative Coordinator during administrative office hours.

- (h) Substitute Employees work on an hourly basis as needed to substitute for another Employee and have no regular schedule.

- (i) When Employees are expected to attend events or trainings that are necessary or important to the organization an accommodation must be made to their work schedule/ workload.

7. Seniority

- (a) Seniority is based on length of service from the most recent date of hire. Seniority will be calculated on all time of paid contiguous service for the Employer.

- (b) Layoffs may occur when there is a lack of work. If there is a reduction among two or more Employees who work in the same job classification, the Employer

shall consider the seniority of such Employees as the most important factor among such other factors as the Employer may determine appropriate when determining which Employee(s) will be laid off and when deciding whether to recall an Employee who has been laid off to a position in which he or she was previously employed.

8. Leaves of Absence

(a) Medical leaves shall be granted for just cause.

(b) With respect to any medical leave involving five (5) or more work days, the Employer may require medical verification of the need for leave, the Employee's current medical condition during the leave, the expected return-to-work date, and medical clearance to return to work.

(c) An extended leave of absence for a period of 2 months shall be granted due to serious illness of a family member, birth or adoption of a child or family crisis.

(d) All time on leaves of absence shall be considered as time worked for purposes of computing seniority.

(e) Military and other leaves shall be granted in accordance with applicable law.

(f) Except as expressly set forth in this Agreement to the contrary, all leaves of absence shall be unpaid.

9. Holidays

(a) The Employer shall continue its current practice with regards to paid holidays, namely, all Employees are permitted to take the following holidays as paid days off as they fall on the calendar:

- Jan. 1st (New Year's Day) – offices and clinic are closed
- Martin Luther King Jr. Birthday (third Monday in January) - clinic may be open as determined by staff
- Memorial Day – offices and clinic are closed
- July 4th – offices and clinic are closed
- Labor Day (1st Monday in September) – offices and clinic are closed
- Thanksgiving – offices and clinic are closed
- Christmas – offices and clinic are closed

(b) Employees who prefer to take part or all of their holiday on a different day may, with permission from their supervisor, take the equivalent time off on a different day that falls during the month of the holiday or any subsequent month during the same calendar year.

10. Paid Time Off

The Employer shall continue its current policy with regard to paid time off as established in the "Staff Leave Policy" adopted effective October 6, 2010, which policy reads as follows:

"The Ithaca Health Alliance believes in the importance and value of Employees taking paid time away from work, and has created the following Staff Leave Policy:

With the exception of Employees in their first full year of hire, all IHA Employees will receive 15 scaled days of paid time off ("PTO") each January 1. A scaled day is defined as one-fifth of weekly work hours. There is no roll over from year to year, and Employees shall not be entitled to any compensation or other benefit for any days of paid time off remaining unused at the end of a calendar year. These days will be available to the Employee for sick, personal, or vacation time as needed. Each Employee will arrange time off in co-operation with co-workers, with approval by the Executive Director. A schedule of PTO will be kept by the Administrative Coordinator.

Newly hired Employees will receive five scaled days on the ninetieth calendar day following the first day of their employment with IHA, then five scaled days after 90 more days have elapsed. The maximum available to newly hired Employees is ten scaled days in the first full year of employment."

11. Probation

- (a) The probationary period for new Employees shall be 75 days.
- (b) During the probationary period, discharge of an Employee is not arbitrable and shall be subject to the Employer's sole discretion.

12. Union Security & Check Off

(a) The Employer agrees that as a condition of continued employment, all Employees within the bargaining unit who are presently members of the Union shall maintain their membership and all present or future Employees who are not presently members of the Union shall upon the seventy-fifth day following the date of hire apply for membership in the union.

(b) The Employer, to the extent authorized in writing and as provided by law, will withhold from the wages of each Union member such dues and initiation fees as are specified in writing by the Union. The Employer will remit such funds to the Rochester Regional Joint Board Union Office on a monthly basis. Under no circumstances, however,

will the Company have any financial liability to the Union in the event of any oversights or errors.

13. Management Rights

(a) Management retains all rights and powers not limited by a provision of this Agreement. These rights include without limitation the right to take any action, make any decision, and make any change with respect to all aspects of the agency and the workplace.

(b) The Employer may adopt and post such reasonable work rules as it may desire, provided that such rules are not contrary to this Agreement. The reasonableness of such rules is subject to the grievance and arbitration procedure.

(c) The Employer seeks to create a more harmonious working environment by protecting all Employees' rights.

14. Bereavement Policy

(a) Regular full-time Employees who have completed probation may take up to five (5) paid days off per year for a death in the Employee's immediate family. Immediate family includes spouse or life partner, child, grandchild, sibling, parent, grandparent, stepchild or parent, parent/child/sibling in-law.

(b) Regular part-time Employees may take up to five (5) unpaid days off per year for a death in the Employee's immediate family. This bereavement leave shall not be considered as unexcused absences under the Attendance policy.

(c) The Employee must give notice to his/her supervisor as soon as the need for bereavement leave is known. Bereavement days must be proximate to the death and/or funeral. Employees requesting benefits under this policy may be required to provide documentation reasonably acceptable to the Employer to substantiate the purpose of the leave.

15. Grievance and Arbitration Procedure

Grievance:

Employees may resolve any dispute or differences with the employer that they believe to be in violation of this Agreement by talking directly with the Employer. In the event that there is any dispute as to the application or interpretation of this Agreement that is not resolved in this manner then it shall be settled by using the following procedure:

Step 1: Any grievance shall be submitted in writing within ten (10) working days of its occurrence to the designated representative of the Employer, and an effort will be made to settle the matter by conference between

the Employer representative and the grievant or grievants, including an authorized Union representative or shop steward. All written grievances shall include: the name of the aggrieved party; the identity of any provisions of applicable law, this Agreement, Employer policies, or other matters on which the grievance is based; the time when and the place where the alleged events or condition giving rise to the grievance existed; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Step 2: If the grievance is not settled within seven (7) working days of the filing of the grievance, the grievant must within three (3) working days request a further conference between an authorized Union officer and the designated manager.

The preparation and processing of grievances shall be conducted during non-work hours unless the employer requests a meeting on work time.

The failure of either party to comply with this grievance procedure at any stage shall mean that, in the case of an Employee, he or she has abandoned the grievance, or, in the case of the Employer, that it has forfeited its right to contest the grievance.

Arbitration:

In the event that a dispute, as defined above, is not settled between the parties, then either party may submit the unresolved dispute to arbitration by requesting a panel of seven (7) arbitrators from the New York State Employment Relations Board out of which panel, one (1) arbitrator shall be selected, for arbitration under the laws of the State of New York for a final and binding determination.. Said request for arbitration must be in writing with a copy to the other party, and must be no later than fifteen (15) calendar days from the date on which the written grievance was denied by the Employer. Failure, for any reason, to refer the dispute to arbitration within fifteen (15) calendar days of the date on which the grievance was denied by the Employer shall constitute an abandonment of the grievance. The cost of the arbitration will be shared equally by the Employer and the Union, although each party, should they chose to retain the services of an attorney in this matter, shall bear its own legal expenses and those of its witnesses to the proceeding. No briefs will be allowed in this proceeding and the arbitrator shall issue a bench decision at the end of the arbitration proceeding. The arbitrator shall not have authority to amend, modify or add to the terms of this Agreement and shall be authorized only to interpret and apply the express provisions of this Agreement. The arbitrator's award shall be final and binding on both parties and on the Employer and Employees of the bargaining unit. All arbitrations shall take place in Tompkins County, New York.

16. No Strikes or Lockouts

Neither the Union nor its officers or members shall engage in any strike, sympathy strikes, slow-down, work stoppage, boycott, or any other action or inaction that restricts or limits the Employer's operations. The Union will actively discourage any such

activity by any Employees, and will actively work to bring any such activity to an immediate stop. The Employer will not lock out any Employees during the term of this Agreement.

17. Health Benefits

(a) Each calendar year, the Employer shall provide each Administrative Coordinator, Clinic Coordinator, and Education Coordinator who works or is anticipated to work, on average, at least twenty (20) hours per week (each such person, an "Eligible Employee") with the opportunity to enroll in a health plan or health insurance policy of his or her choice and shall make employer contributions to the cost of such coverage for each Eligible Employee who enrolls in such a plan or purchases such a policy equal to the sum of (i) Two Thousand Six Hundred Dollars (\$2,600.00) ("Baseline Amount"), and (ii) the amount of the federal Small Business Health Care Tax Credit under Section 45R of the Internal Revenue Code of 1986, as it may be amended from time to time ("Tax Credit"), received by the Employer in the year in question divided by the number of Eligible Employees. The amount described in (ii) in the preceding sentence for any calendar year shall be equal to the amount of moneys actually received by the Employer in such calendar year as a result of claiming the Tax Credit. The sum so calculated shall be applied towards the payment of the premiums or premium equivalents due for the Employee's health benefits in equal installments each pay period during which the Employee is employed by the Employer during the calendar year. The parties to this Agreement acknowledge that the Employer's eligibility to claim the Tax Credit for any year and the amount of the Tax Credit is based, in part, on the health insurance or health plan coverages in which the Employees elect to enroll, and thus, the Employer cannot guarantee the amount of the Tax Credit for any year. Commencing January 1, 2016 and each January 1 thereafter, the Baseline Amount shall be increased by a percentage equal to the percentage increase in the medical care services component of the Consumer Price Index for All Urban Consumers (1982-84=100) for the immediately preceding twelve-month period as published by the U.S. Bureau of Labor Statistics.

(b) An Eligible Employee may, in lieu of enrolling in a health plan or health insurance coverage and receiving employer contributions towards the cost of the same pursuant to Section 17(a), elect to participate in a health flexible spending arrangement sponsored by the Employer ("Health FSA"). An Eligible Employee who wishes to avail himself or herself of this benefit must make an election to participate in the Health FSA in writing prior to the start of the plan year for which he or she intends to participate, on such forms and at such times as the plan shall require and as shall be required by applicable law. The Employer shall make an employer contribution to the Health FSA account of each Eligible Employee who elects to participate in the Health FSA for a plan year equal to the amount of the employer contribution toward the cost of health coverage to which he or she would be entitled under Section 17(a) had he or she elected to enroll in a health plan or health insurance coverage described in such Section.

(c) An Employee's receipt of or election to receive the benefit described in Section 17(a) for any calendar year shall be deemed an irrevocable election by him or her

not to receive the benefit described in Section 17(b) in such year, and vice versa. Notwithstanding the foregoing, an Eligible Employee who receives the benefit described in Section 17(a) in a given calendar year shall be entitled to participate in the health flexible spending account described in Section 17(b); provided, however, that he or she shall not be eligible to receive any employer contribution to his or her Health FSA account in such year.

(d) If an Employee is, in any calendar year during the term of this Agreement, an Eligible Employee for less than the entire year, the amount of employer contributions to be made by the Employer to fund health benefits for the Employee under this Section shall equal the amount described in Section 17(a) multiplied by a fraction, the numerator of which is the number of days during the calendar year when the Employee was employed by the Employer as an Eligible Employee (or, in the case of a mid-year hire, the number of days remaining in the calendar year from and after the date the Employee's employment with the Employer commences), and the denominator of which is 365.

(e) The preceding paragraphs of this Section shall be effective for calendar years commencing on or after January 1, 2016. Effective as of the date of this Agreement through December 31, 2015, the Employer shall continue to offer to Employees such health benefits as it offered them on January 1, 2015.

18. Wages

(a) Effective March 1, 2015, each Substitute Clinic Coordinator shall be paid wages calculated at a rate equal to the greater of \$13.50 per hour or the then-applicable Ithaca living wage as determined by the most recent Alternatives Federal Credit Union Living Wage Study.

(b) Effective March 1, 2015, each of the Administrative Coordinator, Education Coordinator, and Clinic Coordinator shall be paid wages calculated at the following hourly rates:

Administrative Coordinator	\$15.14
Clinic Coordinator	\$14.70
Education Coordinator	\$14.70

19. Merger Clause; Amendments

This Agreement sets forth the final and complete terms of the agreement between the parties and supersedes all prior and contemporaneous agreements, arrangements, and understandings between the Union and the Employer. This Agreement may be amended only by written instrument executed by each of the parties hereto. The parties agree that for the term of this Agreement, neither of them shall be obligated to bargain collectively on any subject or matter addressed herein.

20. Duration of Agreement and Economic Reopener

(a) The term of this Agreement shall commence effective March 1, 2015 and expire on March 1, 2018.

(b) Each year during the term of this Agreement, either the Employer or the Union may elect to reopen this Agreement for the sole purpose of negotiating modifications to the wages, health benefits, and retirement benefits afforded to the members of the Union hereunder. In order to reopen this Agreement for this purpose for a given year, a party must deliver written notice to the other party of its election to do the same during the month of the January.

IN WITNESS WHEREOF, the parties hereto have caused this Collective Bargaining Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

WORKERS UNITED, ROCHESTER
REGIONAL JOINT BOARD, SEIU

ITHACA HEALTH ALLIANCE,
By Its: President

[Signature] 5/20/15
Andrea Levine 5/26/15
Linda D. Kuenstler 5/26/15
[Signature] 5/26/15
Michael J. Hill 5/29/15

[Signature] 6/2/15

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WORKERS UNITED, ROCHESTER
REGIONAL JOINT BOARD, SEIU

ITHACA HEALTH ALLIANCE,
By Its: President

Jan A. Bl... 5/20/15
Andrea Levine 5/26/15
Linda A. K... 5/26/15
Robert Brown 5/26/15
Alfred F... 5/29/15

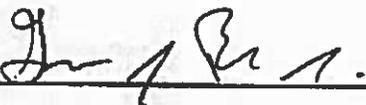
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LETTER OF UNDERSTANDING
BETWEEN
ROCHESTER REGIONAL JOINT BOARD
AND
ITHACA HEALTH ALLIANCE

The Union and IHA have agreed to the following changes in the collective bargaining agreement:

1. 3% wage increase retroactive to March 1, 2016.
2. The hourly rate for substitutes will be the same rate as the Clinic Coordinator.
3. IHA will cover 100% of the cost of medical insurance program for employees.

ROCHESTER REGIONAL JOINT BOARD

By:  Date: 8/4/16
Gary J. Bonadonna Jr.

ITHACA HEALTH ALLIANCE

By: _____ Date: _____