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MEMORANDUM OF AGREEMENT  
BETWEEN  
Community Hospital AT Dobbs Ferry  
AND  
1199 SEIU New York's HEALTH AND HUMAN  
SERVICE UNION, AFL-CIO

July 1, 2003

This memorandum of Agreement, consisting and including the attached initialed Collective Bargaining Agreement and all its initialed stipulations and exhibits sets forth the agreement reached between Community Hospital at Dobbs Ferry and the 1199 SEIU New York's Health and Human Service Union, AFL-CIO. It is understood between the parties that neither party will be bound by the MOA and will not execute a Collective bargaining Agreement unless it is ratified by the membership of the 1199 bargaining unit and the Hospital's Board of Trustees.

Signed by the Employer and Union

Community Hospital AT  
Dobbs Ferry

1199 SEIU New York's  
HEALTH and Human  
Service Union, AFL-CIO

By: *Arnold P. R.*

DATE: 7/1/03

By: *Maria Mercedes V.P.*

*[Signature]* 7/1/03  
*[Signature]* 7/1/03

DATE: July 1, 2003

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1199-Community Hospital at Dobbs Ferry

AGREEMENT made and entered into this 1<sup>st</sup> day of June, 2003 by and between COMMUNITY HOSPITAL AT DOBBS FERRY, with its offices located at 128 Ashford Ave Dobbs Ferry NY hereinafter called the "Employer"), and NEW YORK'S HEALTH & HUMAN SERVICE UNION 1199/SEIU, AFL-CIO with its offices at 310 West 43rd Street, New York, NY 10036 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Recognition - The Collective Bargaining Unit

1. (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all of the Employees in the bargaining unit(s) set forth in a stipulation (Stipulation I) between the Union and each Employer to be annexed hereto.

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(b) Excluded from each of the aforesaid bargaining units are supervisory, confidential, executive and managerial employees, physicians, dentists, registered nurses, technical workers, students whose performance of work at the Employer is a part of the educational course of study such students are pursuing, part-time employees who work a total of one-fifth (1/5) of the regular full-time work week or less for the job classifications in which they work, temporary employees as defined herein, and such other employees as are listed as excluded in the stipulations hereunto annexed. Effective 6/1/03, any employee hired to work one-fifth (1/5) or less of the regular full-time work week for his/her classification shall be an Employee covered by the Agreement if he/she works more than sixteen shifts within any period of up to thirteen weeks. Bargaining unit coverage shall be retroactive to the first day of the thirteen-week period.

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2. It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this contract shall apply to any new or additional facilities of the Employer and under its principal direction and control within the Hudson Valley Region. The Employer shall give seven (7) days notice to the Union subsequent to the completion of arrangements for all expansions, acquisitions, sales, new facilities, mergers within the Hudson Valley Region.

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3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit(s) covered by this Agreement, as defined in Article I, Section 1 hereof.

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4. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.

5. Part-time Employees covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis.

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6. <sup>EB</sup>The Employer shall prorate paid benefits (i.e., paid: ~~vacations, holidays~~, sick leave, free days, leave for death in the family and paternity leave) based on the average number of hours actually worked per week in a six (6) month period. Computations shall be made every six (6) months. Part-time Employees shall not accrue benefits which are greater than those

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accrued by a full-time Employee in the same job who is regularly scheduled to work the normal full-time work week.

7. Although certain part-time and temporary employees are excluded from coverage hereunder, nevertheless, the Employer will employ them at not less than the wages and minimums specified in this Agreement. It is recognized, however, that such employees are not and shall not be in any way considered covered by any of the provisions of this Agreement.

8. Exhibit A hereto shall apply with respect to residual units.

ARTICLE II  
Union Security

1. All Employees on the active payroll as of 1/2/03, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

2. All Employees on the active payroll as of 1/2/03 who are not members of the Union, shall become members of the Union within thirty (30) days after the effective date of this Agreement, except those who were required to become members sooner under the expired Agreement who shall become members on the earlier applicable date, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

3. All Employees hired after 1/2/03, shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

5. Subject to Article XXXI, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

6. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE III  
Check-Off

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1. Upon receipt of a written authorization from Employee in the form annexed hereto as Exhibit B, or in any other form designated by the Union necessary to accommodate any changes in the 1199 dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deduction shall start no later than the first pay period following the completion of the Employee's first thirty (30) days of employment. The Employer shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which paycheck was dated from which those dues and initiation fees were deducted.

This remittance shall be accompanied by a list of all Employees on whose behalf dues and initiations fees are being paid. Such list shall include, for each Employee, the following information: Institution, employee's name, social security number, job classification, amount of dues remitted, amount of initiation remitted, hours worked, gross pay, and total pay subject to dues deduction.

2. At the written request of the Union made in accordance with the provisions of this paragraph 2, the Employer shall deduct from the wages due an affected employee an amount stated by the Union to be unpaid dues and/or initiation fees. Such a written request for unpaid dues shall be made by the Union no more frequently than twice a year on January 1 and/or July 1. The Request shall include the name, social security number, amount of dues and/or amount of initiation to be deducted from the employee's wages, and the number of installments by which the total shall be deducted.

With the written Request, the Union shall send the Employer a copy of a letter that has been sent to each listed employee advising them of the Union's dues and initiation fee policies, the amount of dues or initiation fees owed by the members, an explanation of the computation, and the procedure by which such unpaid dues and/or initiation fees shall be deducted by the Employer. The letter shall advise the employee to direct any question on this deduction to the Union. The Employer shall provide the Union with the name, title, and telephone number of the person to which Requests pursuant to this paragraph shall be submitted.

The Employer shall make the first deduction pursuant to the request no more than thirty (30) days after receipt of the Request, and shall remit the deductions on the same schedule as set forth in #1 above.

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The Employer shall provide to the Union a separate list of all employees on whose behalf payments pursuant to this paragraph 2 are being made. Said list shall include name, social security number, and amount of dues and/or amount of initiation remitted.

The limitation of submission of Requests on January 1 and July 1 shall not apply when an employee is a new hire from whom deduction of dues and/or initiation were not initiated timely. In such cases, deduction of dues and/or initiation by the Employer shall commence immediately on the Employer receiving written authorization.

The Employer shall not be required to attempt to recover unpaid dues or initiation fees from employees who have terminated employment and received their last wages prior to the receipt of the Request.

3. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

4. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit C, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's first thirty (30) days of employment, the sum specified in said authorization and remit same to the Local 1199 Credit Union, or successor credit union, bank or other financial institution ("the Credit Union") to the credit or account of said Employee. If the Employer's payroll system permits, such deductions shall be remitted to the Credit Union on each pay date via ACH or similar electronic funds transfer system, directly to the account of the Credit Union as designated by the Credit Union as to account number and place, for the benefit of each participant, with funds available in "US Funds" on the scheduled payroll date. Such transmittal shall contain for each participant, the name, social security number prefixed with a "0" (making a 10-digit number), description, Institution name, and Institution's Credit Union ID.

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If an ACH transfer is not possible under the Employer's payroll system, the Employer shall wire the funds to the Credit Union on each payday to the account of the Credit Union as designated by the Credit Union as to account number and place, and shall at the same time e-mail to the Credit Union a file containing the same information as listed above, written in a common spreadsheet program or ASCII, together with the total of the funds that have been transmitted.

5. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit D, or in any other form designated by the Union and necessary to accommodate political action deductions, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit the funds to the 1199 Political Action Fund, in the same manner and at the same time as the Employer shall remit dues and initiation as described above. This remittance shall be accompanied by a list of all Employees on whose behalf deductions are being submitted. Such list shall include, for each Employee, the following information: Institution, Employee's Name, Social Security Number and amount remitted.

6. The Employer shall be relieved from making such 'check-off' deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (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 foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

7. The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

8. The Employer agrees to furnish the Union each month within fifteen (15) days after the end of the month a listing in order of social security numbers of the names of all bargaining

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unit Employees paid at any time in the prior month, their

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addresses, social security numbers, classifications of work, their date of hire, and if terminated during the month, their date of termination; and names of bargaining unit Employees on leave of absence together with their beginning dates of leave of absence and type of leave.

9. Upon receipt of a written authorization from an Employee in the form approved by the 1199 Pension Fund Trustees the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit same to the 1199 Pension Fund as the monthly repayment of the Employee's loan obtained from such Fund on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the paycheck was dated from which the deduction was made. It is specifically agreed that the Employer assumes no obligation, financial or otherwise as a result of compliance with this provision.

10. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceeding by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Employer for the Political Action Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

11. Any list required hereunder that contains in excess of twenty-five (25) names shall be transmitted to the Union or the Credit Union in electronic form in the format agreed to between the Employer and the Union. The Employer shall provide to the Union and the Credit Union the name, title, e-mail address, and telephone number of one person responsible for each separate dues/initiation remittance list to be submitted pursuant to this paragraph who can directly authorize and produce such electronic transmission.

12. The Union may process arbitration claims under this Article III before the Funds Arbitrator designated in Article XXV section (5), and pursuant to the procedures set forth in that section. No other sections of that Article shall apply.

ARTICLE IV  
No Discrimination

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1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, sexual orientation, citizenship status, marital status, disability or age.

2. No Sexual Harassment:

(a) The Employer will instruct its supervisory and managerial staff that sexual harassment will not be permitted or tolerated.

(b) Management and supervisory staff will receive regular periodic updates on sexual harassment policy, standards of acceptable (and unacceptable) behavior and consequences for violations of policy.

3. The Employer after notification to the Union shall be permitted to take all actions legally required to comply with the American with Disabilities Act.

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ARTICLE V

Union Activity, Visitation and Bulletin Boards

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in Article XXXI.

2. A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Employer for this purpose, he/she shall first advise the personnel office or the head of the department or his/her designee in person, as the Employer shall state. A delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer.

3. The Employer shall provide Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. Such Bulletin Board(s) shall be placed conspicuously and at places readily accessible to workers in the course of employment.

4. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular

delegate assembly meetings providing Employer operations shall not be impaired.

5. Each October, the Union will provide a listing of its representatives at member institutions, including delegates, to the Employer. In the event the Union changes its representatives at member institutions, the Union promptly shall notify in writing the Employer of such change.

ARTICLE VI  
Joint Employment Service

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1. The Joint Employment Service ("Service") will be the sole source of referrals for all 1199 bargaining unit jobs for a seven (7) day period. A priority consideration for employment will be given to qualified referrals. In emergency situations or cases where qualified agency or per diem workers are not available, the Employer may hire without going through the Joint Employment Service. Disputes will be subject to review by the Contract Interpretation and Policy Committee, as set forth in Art. XXXIB.

The Employment Placement Service shall maintain a computerized bank of prospective employees from all sources, and shall maintain a validation process by which employees' prior work performance, licensure and certification are verified.

2. Neither the Service in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the Union or any ground prohibited under Article IV of this Agreement.

3. (a) The Employer shall notify the Service of all bargaining unit job and training position vacancies<sup>□</sup>, including temporary and part-time vacancies and positions for which its laid off Employees may be eligible for recall, and shall afford

\*Where the Employer has an affiliated school or University program and where students do their practical work at the Employer, the Employer may offer vacant positions to said students at its discretion without referring to the Employment Service, notwithstanding paragraph 7, below.

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the Service seven (7) days from the time of notification (exclusive of Saturdays and Sundays) to refer applicants for the vacancy before the Employer hires from any other sources. In referring applicants, after persons on layoff from the Employer have been recalled, the Service shall give preference to persons on layoff from other Employers, persons with prior experience in the health care industry, and persons living in the community the Employer serves, and must meet the qualifications required by the individual Employer for a particular job vacancy.

(b) Notwithstanding the foregoing, the Employer, after giving notice to the Service, may fill vacancies if it must fill the position without delay to meet an emergency or to safeguard the health, safety and well being of patients, provided that such vacancy may not be filled on a permanent basis.

4. Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Service as it deems qualified, in its sole discretion, and the right to hire applicants from other sources in the event the Service does not refer qualified applicants within seven (7) days, except that the Employer shall not, without giving a reason, reject an applicant (other than an Employee on layoff from the Employer) sent by the Service where the Service sends a minimum of three (3) applicants who have the minimum qualifications for the job and have at least three (3) years recent experience in the same or similar job with a League member.

5. Any applicant hired into a permanent job shall have a Certificate issued by the Service. All applicants referred to the Service by the Employer shall be issued a Certificate.

6. The Employer agrees to notify and utilize the Service in accordance with the procedure set forth above (in Article VI) for all short-term positions, including temporary positions, agency referrals, and positions for one-fifth (1/5) of the work week or less, once the Service initiates such referral program. In hiring short-term workers for one-fifth (1/5) or less of the workweek the Employer may use other sources.

7. The hiring rights and obligations set forth in this Article VI shall not interfere with the mandatory match requirements of Article IXA, Section B (6) (c) (i).

ARTICLE VII  
Probationary Employees ✓

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence.

2. Where a new Employee being trained for a job spends less than twenty-five percent (25%) of his/her time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.

3. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. ~~Part of~~

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ARTICLE VIII  
Temporary Employees

1. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project, to replace an Employee on leave or vacation, to fill a vacant position (a position for which the Employer is actively recruiting for which no Employee at the institution has exercised rights under Article IX and after the position has been submitted to the Job Security Fund layoff pool ("JSF pool") operated by the Joint Employment Service ), to fill an emergency vacancy of up to five (5) business days or less due to bereavement leave, illness or emergency family care. The said three (3) month 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. Such Employee shall become a member of the Union after the expiration of the initial three (3) month period.

2. Temporary Employees will receive holiday pay in the same manner as regular Employees.

3. After three (3) months, temporary Employees will begin to accrue vacation and sick leave beginning with the first day of the fourth month of employment. If, however, temporary Employees are retained beyond six (6) months in continuous employment, the accrual of vacation and sick leave will be from the first day of employment.

4. Contributions to the National Benefit Fund for Hospital and Health Care Employees on behalf of temporary Employees shall commence after three (3) months of employment and shall cover the payroll periods beginning with the first day of the fourth month.

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5. Contributions to The 1199 Health Care Employees Pension Fund and the Hospital League/1199 Training and Upgrading Fund will not be made on behalf of temporary Employees unless and until they begin permanent employment, in which case such contributions shall commence for the payroll period in which they are made permanent.

6. A temporary Employee who has been employed three (3) months or longer shall be treated as a regular Employee for the purpose of filling vacant or available permanent positions for which the Employee is immediately qualified. A temporary Employee who is retained as a temporary Employee after the initial three (3) month period shall be entitled, when replaced by the returning Employee, to bump an Employee with less classification seniority, subject, however, to subsection 7(b) of Article IX.

7. Prior to hiring temporary Employees to fill temporary positions, the Employer shall:

- a. Offer the position to Employees with layoff/recall rights;
- b. Offer the position to individuals in the JSF pool;<sup>\*□</sup>
- c. Offer additional hours to incumbent part-time Employees in the classifications by seniority, provided they commit to covering the entire assignment for the duration of the opening. Said part-timers shall have the right to return to their former positions at the end of the temporary position;
- d. Utilize the Joint Employment Service; or

\*\*Mandatory Match obligation applies only if the temporary position is of 3 months duration or longer (see Art. IXA(B)(6)(c)(v)). The Employer need only refer a particular temporary job to the Joint Employment Service once.

- e. Utilize the Joint Employment Service's short term referral program (Article VI, section 6 , above), if established, which shall provide staff for short-term need at competitive rates;
  - f. Offer overtime to incumbent Employees if
8. An agency worker may be used to fill a temporary position as defined herein if the Employer is unable to fill the temporary position from the sources listed above.

ARTICLE VIIIA  
Vacancies and Emergency

*Vacancies*  
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1. The Employer shall fill vacant positions (positions for which the Employer is actively recruiting for which no Employee at the institution has exercised rights under Article IX and after the position has been submitted to the JSF pool and the Joint Employment Service) in the following order:

- a. Offer the extra hours to incumbent part-timers by seniority who will commit to covering the entire assignment for the duration of the opening;
- b. Offer overtime where practicable;
- c. Use agency workers under the following

conditions:

(i) for up to two (2) months. If the period extends for more than two (2) months the agency worker shall become a member of the bargaining unit;

(ii) there shall be no extensions of this time period;

(iii) use of agency workers shall be permissible for only one two (2) month period for each specific vacancy as defined in 1 above;

(iv) if an agency Employee is used to temporarily fill a vacant position beyond the aforementioned time period, the Employer shall either place such Employee on its payroll or employ another person. The Employee will be covered by the collective bargaining agreement effective on the first day after the two (2) month time period expires.

2. In the event of an emergency vacancy of up to five (5) business days or less due to bereavement leave, illness or emergency family care, the Employer shall have the right to use

agency Employees if the position cannot practicably be filled by a part-time Employee or by use of overtime.

3. At the end of said two (2) month period for filling vacancies, or five (5) days for emergency leave or three (3) months filling a temporary position as set forth in Art. VIII (paragraphs 7 and 8), agency workers shall be removed from agency payroll and placed on the hospital payroll as bargaining unit members. Subject to this paragraph 3, agency workers hired to fill vacancies, vacations, special projects, emergency leaves or temporary positions are not in the bargaining unit.

4. If areas of frequent utilization of agency Employees are determined, the Employer and the Union shall undertake training initiatives to fill vacancies by use of in-house staff. Such initiatives shall include jointly notifying the Training Fund to undertake training programs for said shortage areas, including training workers in multi-skills and for particular classifications. The institution agrees to make space available on-site or assist in locating space in the area of the institution.

ARTICLE IX  
Seniority

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1. Definition.

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the Employer.

(b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a Department.

2. Accrual.

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to twenty-four (24) months, or for the period of maternity leave provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of (i) twelve (12) months (or the period of receipt of JSF benefits if longer than twelve (12) months) or



4. Application.

(a) 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 and to layoff, recall, displacement, lateral transfers and promotions.

(b) Classification seniority shall apply for scheduling of vacations as herein provided.

(c) Employees specifically covered by this Agreement as set forth in the stipulations referred to in Article I, Section 1(a), more than 50% of whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of layoff, be considered to have bargaining unit seniority which may be exercised only within the project or grant to which assigned. Such Employees shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the Employer determines that the Employees retained or recalled have the ability to do the work. Such determination by the Employer shall not be arbitrary. Employees, 50% or more of whose pay is charged to an Employer's budget shall be considered as having seniority on that basis and not under a grant. The layoff, employment security, displacement and recall rights of Employees whose pay is partially or wholly from an externally funded grant or program who had completed twenty-four (24) months of membership in an 1199 bargaining unit at their Employer as of \_\_\_\_\_ are as set forth in Art. IXA(A)6). *no sum*

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5. Layoff.

(a) In the event of a layoff within a job classification or group, probationary Employees within that job classification, or group (where applicable) shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their bargaining unit seniority.

(b) A non-probationary Employee shall not be laid off if, at the time of the prospective layoff, temporary or agency employees are being utilized in the Employee's classification or group (where applicable) and the Employee accepts the same assignments and schedule as the temporary/agency employee(s) in lieu of layoff. At the time of layoff, it shall be the Employee's option

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to accept such assignment or to exercise rights under the layoff and recall provisions of this Article and under Article IXA (Job Security). If the Employee accepts such assignment, the Employee is not laid off and remains an Employee with recall rights commencing from the date the Employee starts such assignment.

The Employer shall use best efforts to consolidate temporary, agency and less than one-fifth work schedules to create regular positions for Employees who would otherwise be laid off.

Upon request, at the time of layoff, the Employer shall provide to the Union an updated schedule of all temporary and agency employees and one-fifth or less Employees in the relevant classification(s).

(c) In the event an Employee is scheduled to be laid off in one Department and there exists a vacant position in another Department which the Employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant jobs. This provision is not intended to circumvent Paragraph 8 of this Article.

(d) If a part-time Employee has greater full-time equivalent seniority than a full-time Employee in the same classification who is to be laid off, the part-time Employee must be willing to accept full-time employment to continue working.

#### 6. Recall.

(a) Whenever a vacancy occurs, Employees who are on layoff in that classification or group (where applicable) shall be recalled in accordance with their bargaining unit seniority. If a vacancy occurs where no Employee in that classification or group (where applicable) 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 recalled, and so on.

(b) Probationary Employees who have been laid off have no recall privileges.

(c) A part-time Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

7. (a) It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to

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layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together.

(b) The Employer shall use its best efforts to place permanent Employees designated to be laid off into vacant positions for which they are qualified if they can fully perform the job.

(c) In the event of a layoff of any Employee, there shall occur only one "bump" in the Employer. The only Employee who may be bumped by the Employee originally scheduled to be laid off shall be the Employee with the least bargaining unit seniority who is in the classification or group (where applicable). An Employee who is "bumped" shall himself/herself have no bumping rights. In the event the Employee originally scheduled to be laid off does not wish to exercise his/her right to "bump" the Employee with the least bargaining unit seniority who is in the classification or group (where applicable), such employee shall be deemed to be laid off.

#### 8. Promotions.

(a) Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees for a period of not less than three (3) working days excluding weekends and holidays before the vacancy is filled. Where two (2) or more Employees are under consideration for such vacancy, the Employer shall promote the Employee with the greatest bargaining unit seniority, unless as between or among such Employees there is an appreciable difference in their ability to do the job. Where an emergency exists, the Employer may dispense with the posting requirement. Disputes under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

(b) An Employee who is promoted shall, upon promotion, receive an increase equal to the difference between his/her prior minimum rate and the minimum rate for the job into which he/she is promoted or Ten Dollars (\$10.00) per week, whichever is greater (pro-rated in the case of part-time Employees).

(c) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job, if vacant, or to another suitable job (vacant or one that will be newly created) on the same shift as the former job without loss of seniority, pay or other benefits applicable to the former job, excepting that if he/she is discharged, his/her rights shall be subject to Article XXIX of this Agreement.

(d) A bargaining unit job vacancy shall, as to any

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Employee under consideration for such vacancy, be deemed a

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promotion if the difference in minimum rates between the job occupied by the Employee and the job in which a vacancy exists is at least Five Dollars (\$5.00) per week, or if the vacancy exists within a job classification (for example, a Staff to Senior title, "A" to "B", "I" to "II"). If the new job in which the Employee is placed is considered a promotion under the foregoing provisions, he or she shall receive the guaranteed increase as set forth in paragraph 8(b). If the new job in which the Employee is placed is not considered a promotion under the foregoing, the Employee shall receive either his or her present salary or the minimum rate for the new job, whichever is higher.

9. Lateral Transfer.

(a) Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any Employee with a satisfactory work record and with at least one (1) year of service in his/her present job may request, in writing, a transfer to fill such a vacancy provided that the Employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more Employees request such transfer in writing, the Employer shall transfer the Employee with the greatest bargaining unit seniority, unless as among such Employees there is an appreciable difference in their ability to do the job.

(b) An Employee who is laterally transferred shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job, if vacant, or to another suitable job (vacant or one that will be newly created) on the same shift as the former job without loss of seniority, pay or other benefits applicable to the former job, excepting that if he/she is discharged, his/her rights shall be subject to Article XXIX of this Agreement. Additionally, during said probationary period an Employee shall be returned to his/her former job upon his/her request, in which event the provisions of the preceding sentence shall apply.

ARTICLE IXA

Employment Security and Job Security Fund

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A. Employment Security-Protected Status

1. All regular full-time and part-time Employees who were employed as of JAN 2002 shall not be laid-off during the terms of this agreement. This provision shall not apply in the event the hospital is closed. If an externally funded grant or program is discontinued, or if its funding is

reduced, the provisions of Section 6 or Section 7 below will apply.

2. Periods of (a) part time status, (b) paid or unpaid LOA (s), (c) employment in an externally funded grant or program, and/or (d) non-bargaining unit status during an Employee's twenty-four (24) month period of membership in an 1199 bargaining unit at their Employer, does not disqualify such Employee from protected status, provided the Employee otherwise qualified under section 1 above, except that an Employee on an unpaid LOA on February 1, 1998 must have returned to work at the end of the LOA and worked for a period of 90 days following such return.

3. In the event the Employer transfers an Employee covered by the employment guaranty to a lower rated position or reduces his/her hours, the Employee's base weekly salary will not be reduced during the term of this Agreement. As applied to part time Employees, this salary guarantee means that the Employee's annual actual hours, excluding overtime, shall not be reduced below such hours for the ~~twelve (12) month period ending~~ review year, nor shall the Employee's current hourly rate, as modified by Article X Sections 1(a) and (b) (Wage Increases) be reduced.

4. In the event that an institution is faced with a severe economic downturn placing that institution in jeopardy of closing and requiring the reduction of its staff, the issue of appropriateness and number of lay-offs will be determined by the Employer and the Union. In such event, the laid off Employees shall be covered by all of the provisions of the Job Security Fund.

5. The institution shall continue to have the right to train or retrain its Employees, including those covered by paragraph (1) above.

#### 6. Externally Funded Grants or Programs

(a) Employees who otherwise meet the criteria for protected status whose pay is less than one hundred percent (100%) externally funded by a grant or program have full protected status under this Article IXA(A).

(b) Employees who otherwise meet the criteria for protected status and whose pay is one hundred percent (100%) externally funded by a grant or program, may be laid off with recall rights of up to two (2) years (or the length of JSF eligibility whichever is greater in the event of a partial or full loss of funding from the grant or program. The savings to the grant or program from such layoffs shall not exceed the loss in external

funding.

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(i) If there is an available vacant position<sup>\*\*</sup> outside the grant or program in the Employee's classification or group (where applicable), the Employee must accept that position or be laid off. If there is no such position, the Employee may bump the Employee with the least bargaining unit seniority in the Employee's classification or group (where applicable), excluding Employees working under any other externally funded grants or programs.

(ii) The Employee will maintain his/her salary if placed in the same job classification or group (where applicable). Where the Employee chooses to accept or bumps into a lower job classification his/her salary will be reduced by the difference between the two minimum rates. The Employee will retain his/her seniority and accrued time off benefits.

(c) The notice provision of Article IX (Seniority) (4) (c) shall not apply to Employees hired prior to July 1, 1998. Notice will be provided to those hired or transferred on or after July 1, 1998 in accordance with Article IX(4) (c).

#### 8. Displacement

(a) Order of Displacement for protected Employees:

(i) When a job of a protected Employee is eliminated the Employee subject to displacement is the Employee with the least bargaining unit seniority in that classification on that shift within that Department. This provision applies only when the displaced protected Employee can exercise the choices set forth below. (If a displaced Employee is unprotected, his/her rights are governed by Article IX.)

(ii) The displaced protected Employee as defined above has two options:

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\*\*\*The phrase "available vacant position" in the externally funded grants or programs provision includes bargaining unit positions of a merged institution.

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(1) The right to take a vacant position in his/her classification or group (where applicable) which the Employee is qualified for and can perform.

(2) To bump the least senior Employee in the classification, provided such bumped Employee is qualified for and can perform the vacant position. The bumped Employee must take the vacant position or be laid off.

(iii) Nothing herein diminishes the employment protection of a protected Employee, unless he/she refuses a vacant position hereunder.

(b) Incentive for protected Employees displaced into jobs that pay at least \$50 below former weekly rate:

(i) Choice A - one time offer

(1) Super severance package - subject to budget cap/allocation determined by the parties and will be made available to displaced Employees for a limited period of time.

(2) JSF option

(ii) Choice B - arises when offered or after Employee refuses Choice A.

(1) Retraining (Employee retains salary of the job from which he/she was originally displaced - including increases - and his/her protected status):

A. Employer originated training (if provided) which will result in an upgrade from the job into which the Employee was displaced.

B. Retraining opportunity through the TUF (or JSF) in a program developed by the TUF (or JSF) Trustees which will qualify the Employee within 12 months for a job in which employment is available in the industry, that will be a promotional opportunity for the displaced employee from his/her present job. Examples of such programs include but are not limited to:

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1. Tuition Assistance (up to six (6) credits per semester)
2. Discrete training programs
3. Scholarships

Pay will be maintained during the retraining program. If the Employee fails to successfully complete the program in the time allotted, his/her salary guarantee will continue; the Employee will not be retrained for the same position if TUF determines he/she cannot be retrained for that job. If TUF determines the Employee is capable of retraining and there was no "Misconduct" -- poor attendance, failure to complete assignments (or other objective criteria determined by TUF) -- he/she must then accept retraining to avoid a reduction in pay. If TUF determines there was Misconduct, the Employee's pay will be reduced to the job rate of the Employee's current position. In the event the Employee fails to successfully complete the program a second time, the Employee's pay will be reduced to the job rate of the Employee's current position.

(2) Promotional opportunity from displaced job (however the Employee will not receive a salary increase unless the new job would be a promotion with respect to the job from which the employee was displaced under Art. IX(8)).

Refusal of (1) or (2) of Choice B if offered results in lay off.

(c) An unprotected Employee whose job is eliminated shall have layoff rights under Article IX.

#### B. Job Security Fund

1. The Union and the Employer agree to participate in the 1199 Job Security Fund program in order to place Employees threatened with layoff in vacancies and retrain those who cannot immediately be placed.
2. In the event that a layoff cannot be avoided, this program is intended to assist the institution in retaining trained Employees within the industry regardless of the circumstance of the Employer. All regular

full-time Employees who have completed their

probationary period and part time employees as set forth below shall be eligible for this program. In no case, however, shall an Employee be entitled to supplemental income for a period longer than his/her length of employment.

3. Part-time Employees who have completed their probationary period will be covered by the Job Security Fund in the event of lay-off, provided the following:

(a) A part-time Employee must be eligible to receive unemployment insurance. All part-time Employees eligible to receive unemployment insurance who are laid off are eligible for Job Security funding provided they have served for a minimum of ninety (90) days and have worked a minimum of seven (7) hours per week (35 hour work week) or 7-1/2 hours (37-1/2 hour work week). Laid off part-time Employees who satisfy all the conditions set forth at subsection (6)(a) of this Article IXA(B) shall be eligible for Job Security payments until the expiration of this Agreement, or for two years, whichever ever is greater, but not to exceed the period of the Employee's continuous service.

(b) Any part-timer who is laid off and is not eligible to receive Job Security payments will be entitled to participate in the hiring process.

4. (a) Effective 1/1/04 The JSF will be financed by an Employer contribution equal to one-quarter percent (.25%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

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- (b) If the Fund balance reaches a five million dollar level for Employer institutions the requirement to pay .25% of gross payroll shall be discontinued and shall only be re-instituted if the amount falls below \$5 million.
- (c) During the period of this Agreement if the assets of the JSF fall below one million dollars (\$1 million) an amount equal to one (1) month of PF contributions shall be paid to the JSF and no contribution will be required to be made to the Pension in that month<sup>1</sup>.
- (d) As the JSF balance for Employer institutions currently exceeds \$5 million, the requirement to contribute .25% shall be suspended from February 1, 2002 through April 30, 2004. During that period, an equivalent payment shall be made monthly to the P&P Fund in lieu of JSF contributions; provided however, that the JSF actuary shall review the status of the Fund at six month intervals with reference to its financial condition and actual, pending and projected layoffs and shall notify the parties if he/she determines that the combined balance for Employer institutions is projected to fall below \$5 million over the next six months, in which event the diversion of contributions to the P&P fund will be discontinued and regular contributions to the JSF will resume. In any event, no later than May 1, 2004, section 4(b) shall be suspended and JSF contributions will resume, unless otherwise agreed by the parties.

5. The Job Security Program will be implemented in the following manner:

- (a) Institutions which, for economic or other reasons, must retrench Employees in any title represented by the Union agree to provide thirty (30) day notice.
- (b) Every affected Employee will be immediately referred to the JSF for evaluation and counseling. Any affected Employee shall have the right to a vacant job in the same

<sup>1</sup> This provision shall be suspended for the duration of this agreement (January 1, 2003 through December 31, 2005)

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classification or group (where applicable) in any Employer institution.

(c) During the notice period, the institution will make every effort to find comparable employment at the institution.

(d) Once the JSF and the Union have been advised of a layoff at any participating institution, and the JSF has so advised other participating institutions, no member institution may hire into that title without first allowing the JSF to make the job available to Employees subject to layoff. If there is more than one job available in a classification, an Employee may choose where to be placed. If more than one Employee selects a job, Employees shall be placed in seniority order.

(e) Employees who are placed in another participating institution shall retain their recall rights and their seniority for the purposes of benefit entitlement.

(f) During the notice period the Employee will be entitled to attend any interviews scheduled by the Placement Service without loss of pay.

(g) If the Employee is not hired during the notice period, he or she will be referred to the JSF, for evaluation and placement in an appropriate training program if applicable.

(h) A laid off Employee who complies with the rules and regulations of the JSF, including participation in training as determined by the JSF Trustees, shall (1) be entitled to receive SUB payments and benefits, and (2) retain industry placement rights as well as recall rights to his/her own institution for the length of time the Employee is eligible for JSF benefits, but not to exceed the period of the Employee's continuous employment. (See paragraph 6(a) below.)

(i) If Employees in the Job Security Fund are required to take an available position on a shift which presents a serious hardship, they may appeal such requirement to the Trustees of the Job Security Fund. An employee in training through the Job Security Fund, who is required to take a vacant position in the industry, may seek approval to continue training until such training is completed from the Fund Director, with the approval of the Trustees.

(j) In no case will the training program be scheduled to last longer than one (1) year except (i) when the Employee has been admitted to a regular Training and Upgrading Fund Technical or Professional Training and Upgrading Program; or (ii) the JSF Executive Director may approve training for up to two (2) years where she/he determines such training is necessary to make the individual re-employable in an appropriate job.

(k) It is the intent of the job security program to

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substantially supplement the unemployment income received by a laid off worker who is attending a training program to the maximum extent available from the designated funds as determined under Section 6(a) of this Article.

(l) In the event a major facility, affiliation contract or grant program closes or terminates, the availability and amount of this stipend benefit shall be determined by CIPC.

(m) No Employee facing layoff or actually unemployed will be required to take a job at an institution farther than the greater of (i) one (1) hour (average NYC travel time) from their home; or (ii) his/her average commuting time to the job from which he/she was laid off.

(n) If an Employee refuses to take a job within reasonable travel time of his/her home, he/she shall be removed from the industry-wide pool and be precluded from receiving supplemental unemployment benefits, but shall retain full recall rights to his/her own institution.

(o) An Employee hired under this program will serve a thirty (30) day probationary period.

(p) The severance pay of an Employee laid off under this program who is hired by another institution with no break in service will be paid to the hiring institution. If such an Employee is laid off within one year and hired by another institution with no break in service his/her severance pay will be paid to the hiring institution.

(q) Anything to the contrary herein notwithstanding, for purposes of the mandatory placement provisions of this Article only, the terms "member institution," "institution," "Employer institutions" or "employer" shall include, in addition to Employers participating in the program pursuant to collective bargaining agreements with 1199, any other employer which has entered into a subscription agreement with the P&P Fund agreeing to parallel reciprocal placement rights.

6. In order to implement the job security provisions set forth in paragraphs 1 through 5 of this Article, the Employers and the Union have agreed to the following provisions supplementing paragraphs 1 through 5.

(a) Economic Provisions

Under the Job Security Program, a laid-off Employee will be entitled to up to 80% of his/her salary and health coverage for themselves and their families under the NBF under the same conditions that prevail in the present Agreement, as determined by the Contract Interpretation and Policy Committee in accordance with the procedures set forth in Article XXXI(B),

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provided that the maximum period of time for which any covered employee may receive JSF payments and benefits shall be until the expiration of the Agreement, or two years, which ever is greater, but not to exceed the period of the Employee's continuous service, unless he/she fails to pursue JSF referrals, refuses to enroll in JSF recommended training, or turns down appropriate job offers, at which time the Executive Director may terminate benefits. The Employer and Union hereby direct the Administrator to promulgate appropriate rules to ensure full compliance with JSF regulations.

(i) The amount of the SUB under this Article IXA(B) will be determined in accordance with the following schedules, unless modified by the Trustees of the JSF.

(1) Full-Time Employees

<u>Average weekly pay</u>	<u>Weekly Amount of SUB (While NYS Unemployment are being received)</u>	<u>Weekly Amount of SUB (After NYS payments cease)</u>
less than \$600	\$100	\$325
\$600 but less than \$750	\$125	\$350
\$750 or more	\$150	\$375

(2) Part-Time Employees

FIRST: Determine the Full-time SUB benefit for the Employee's position using the chart in subparagraph (1) above.

SECOND: Multiply the applicable full-time SUB payment by this ratio:

$$\frac{\text{Average weekly pay}}{\text{Full time minimum weekly rate for Employee's position}}$$

(3) The SUB for a part-time Employee shall not exceed the SUB payable to a full-time Employee laid off from the same position. If the average weekly earnings of a part-time Employee exceed the full-

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time minimum weekly rate for his/her position, he/she shall receive SUB benefits calculated under subparagraph (1) above.

(4) SUB payments shall commence when monies from unemployment insurance, severance and accrued leave benefits (e.g., vacations, holidays, accrued sick leave where provided by past practice, etc.) cease to replace one hundred percent (100%) of the affected Employee's pre layoff weekly salary on an after tax (adjusted for FICA) basis.

(5) For the purposes of this paragraph 6(a) only, average weekly pay shall mean the Employee's gross pay averaged over the prior 52 weeks or period of employment if less than 52 weeks.

(ii) National Benefit Fund Coverage

Coverage under the National Benefit Fund (NBF) will be provided by the JSF for up to the duration of the Agreement or up to two years whichever is longer, pursuant to this paragraph 6(a) of Article IXA(B). JSF payment for NBF coverage will commence when NBF coverage would otherwise cease due to layoff so that there is no break in coverage for the Employee and dependents. The JSF shall pay the NBF at the current Employer contribution percentage based on the individual's average weekly pay at the time he/she was laid off.

(b) Other Provisions

(i) Job Classification, Minimums, Grouping and Right to Vacant Positions

(1) In accordance with the provisions below, there shall be mandatory hiring if employee is in same classification or group, subject only to probationary period for evaluating performance (See subparagraph (vi), below) and providing on-the-job training as necessary.

The right of an affected Employee to a vacant job in the same classification or group in any Employer institution under Article IXA, §(B)(5)(b), means the right to a vacant job in either the same job classification if it exists at the other Employer

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institution, or group where applicable, under subparagraphs (2) or (3) below. Employees shall be accorded the same orientation provided to new hires in that classification. Job classification includes job title and job description which, in turn, includes duties and minimum qualifications and requirements.

An Employee must meet the minimum qualifications and requirements of the vacant job which the new Employer applies to promotions and new hires, except the requirement of a high school diploma or its equivalency for Entry Level Jobs. Entry Level Jobs means job classifications with full time minimum weekly rates of pay no greater than five dollars (\$5) above the lowest full-time minimum weekly rate under this Agreement. Also, Employees shall be accorded the same orientation provided to new hires in that classification.

(2) The following two (2) job classification groupings shall apply to all Employers for job security fund purposes.

A All entry level non-skilled jobs: Uniform service/maintenance: Included but not limited to the following: Housekeeping, waxer and stripper, dietary worker, dietary clerk, potwasher, cook's helper, central supply attendant, soiled laundry handler, laundry worker, mailroom clerk, groundskeeper, presser, washer, painter's helper, carpenter's helper, trades' helper.

A Uniform clerical entry jobs and clerical jobs whose minimum rate is \$20 or less above the entry level minimum; i.e., clerk, clerk typist, mail room clerk, admitting clerk, receptionist, ward clerk, accounting clerk, etc. except those requiring specialized skills.

(3) In addition, an affected Employee shall also have the right to a vacant job which, by past practice, an Employer has previously grouped with the Employee's job classification for such Employer's purposes of layoff and recall, except where such

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other job classification has since been materially modified in a way that renders the prior grouping inappropriate.

(4) An Employer may not hire into a vacancy in the same job classification or grouped job classification (where applicable) without first allowing the JSF to make the job available to Employees subject to layoff. The Employer shall be deemed to have made the job available to the Employees subject to layoff if after notification from the JSF it affords the JSF seven (7) working days from the time it notifies the JSF of a vacancy to refer applicants before it hires from other sources. With respect to any given job vacancy, there shall be only one seven (7) working day period during which the Employer may not hire from other sources. However, Employees in the same job classification who become subject to layoff shall have the right to such vacant job during the seven (7) working days immediately following the foregoing seven (7) working day period unless the Employer has made a commitment to hire another individual for such vacancy before the Employee is referred to the Employer by the JSF.

The parties shall designate an arbitrator to resolve disputes, on an expedited basis, grieving alleged violations of the "mandatory match" provisions of Article IXA, B(6)(c). A hearing before the arbitrator shall be held within fifteen (15) calendar days after the Union submits the matter to arbitration, and an award shall be rendered in forty-eight (48) hours.

The Job Security Fund will have full access to all relevant information and cooperation from Human Resources Departments and 1199 chapter job committees for maximum placement of laid off employees.

(ii) Bumping Or Transfer To Vacant Position

An Employee who refuses a vacancy or refuses or fails to exercise his/her bumping rights, shall not be covered by the JSF provisions of this Article IXA(B) provided, however, such coverage shall apply to Employees who fail to bump or accept a vacancy within their bargaining unit\*\*\*\* if the minimum rate for the

\*\*\*\* Bargaining unit means the bargaining unit set forth in the Employer's individual bargaining units stipulation.

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new job is more than seven and one-half percent (7.5%) less than the minimum rate for their current job and to full-time Employees who decline to bump into or to accept a part time position. This paragraph is without prejudice to and shall not be used in any proceeding interpreting any issues concerning rights and duties under the layoff and recall provisions of this Agreement (e.g. issues such as whether the Employee must accept a vacancy to avoid layoff).

(iii) 30 Day Notice of Layoff

The thirty (30) day notice of layoff provided in paragraph 5(a) of this Article IXA(B) means that the Employer must meet the following notice requirements before effectuating a layoff pursuant to the Job Security Program.

- (1) It shall give thirty (30) days notice to the Union, the JSF and the Employee whose position is being eliminated.
- (2) Within seven (7) working days of the notice in paragraph (1), the Employer shall notify the Employee of a suitable vacancy or of his/her bumping rights, if any, and the Employee must exercise his/her right to bump or fill such vacancy within two (2) working days or forfeit such right.
- (3) Within one (1) working day of the Employee's notice that he/she has exercised his/her right to bump, the Employer shall notify the Employee who has been bumped that he/she is to be laid off. On the same day, the Employer shall notify the JSF and the Union of the Employee who is bumped.
- (4) Notices by the Employer to Employees under these provisions shall be perfected if the Employer provides actual notice or sends a telegram or certified letter to the last known address of the Employee provided, however, that Employees who are at work shall be given actual notice if practicable. Notices by the Employer to the Union and the JSF shall be perfected by sending a fax to the JSF and Union.
- (5) In no case shall an Employer who gives the notices provided in paragraphs (1) through (3) above be prevented from effecting a layoff because of failure to meet any other notice provision(s) of this Agreement. Any days of

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delay by the Employer in effecting the notices in paragraphs (2) and (3) shall be added to and shall correspondingly extend the thirty (30) day notice provided in (1).

(iv) Continuation of Training

A laid off Employee who is offered an appropriate job as defined in paragraph (c) (i) may elect to remain in training until the training program is completed if he/she has:

- (1) completed at least one-third of the training program, and
- (2) has a commitment for a job upon completion of the course, or the training program will qualify the Employee for a market scarce job as determined by the Trustees.

If an employee is in training and does not meet the above criteria, he/she may seek approval to continue training from the Fund Director, with the approval of the Trustees.

(v) Temporary Jobs

The Employer shall refer temporary jobs to the JSF and shall only refer that particular temporary job once. It is understood that the Mandatory Match provisions of this Article only apply to temporary jobs of at least three (3) months duration. It is further understood that:

- (1) an Employee who chooses to take a temporary job must commit to work for the entire period,
- (2) the Employee shall not be entitled to job security fund rights (including SUB) during the time he/she occupies the temporary job and the time limit on job security rights shall be tolled during that period,
- (3) when the temporary job ends the Employee returns back to coverage under the Job Security Fund for

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the balance of any job security fund rights due under the JSF, and

(4) the Employee shall lose all job security rights under this Article IXA(B) if he/she leaves the temporary job before the original commitment ends.

- (vi) Discharge During 30 Day Probationary Period  
During or at the end of the thirty (30) day probationary period, the Employer may discharge an Employee referred by the JSF and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement except as hereinafter provided. If the Employer asserts that the discharge was for cause other than inability to properly perform the job, the Union may submit within thirty (30) working days a grievance against the Employer which will hear, decide or arbitrate the case in accordance with the grievance procedure. The sole issue for CIPC or the arbitrator shall be whether the Employee was terminated for cause other than inability to properly perform the job. The only remedy shall be for the Employee to return to the JSF. If the termination was for cause he/she shall forfeit his/her rights under the job security program. An Employee terminated for inability to perform shall return to the JSF. The thirty (30) day probationary period shall apply to all Employees referred by the JSF during the period he/she retains industry placement rights.
- (vii) Working Days  
"Working days" refers to Monday through Friday, excluding holidays.
- (viii) Job Security Fund Notice Provisions \*\*\*\*\*□

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\*\*\*\*\*The Union and the League may review the notice provisions to see if they are working in conformity with the meaning and intent of this Article IXA(B) and, if they are not, the parties commit to resolve the matter promptly.

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Notifier	Notifeye	Time Allowed	Substance
(A) JSF	All hospitals	3 working days from	
		receipt of layoff notice from an Employer	All laid off Employees and their job classifications <sup>1</sup>
(B) Hospitals	JSF	1 working day following (A) or availability of vacancy <sup>2</sup>	All vacancies in job classification and previously grouped other jobs available to JSF placements
(C) JSF	Layoffees	2 working days following (B)	Make contact counsel

(W:\19906805\00S4919.DOC)

(D) Layoffees	JSF	2 working days following (C)	Employee must make job selection <sup>3</sup>

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(E) JSF		Specific selected hospital		1 working day from (B)		Notify hospital of available referral; an interview shall be conducted within the following 2 working days
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(F) Hospital		JSF		1 working day from completion of (E)		Selection/rejection of referral <sup>4</sup>
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(G) JSF		All hospitals		1 working day from (F)		Of Placement of JSF referrals
---------	--	---------------	--	------------------------	--	-------------------------------

(H) Specific Hospital		JSF Union		1 working day following event		Termination during probation
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(I) JSF		All hospitals		1 working day following (H)		Follow steps in A-G above, unless termination was for cause other than ability to perform.
---------	--	---------------	--	-----------------------------	--	--

<sup>1</sup>Includes job title, essential duties, qualifications and requirements. Notices by the JSF to the Employer shall be perfected by sending a fax to the Employer.

<sup>2</sup>From time job is available to outside hires (after hospital recalls, transfers, promotions, shift changes, etc.).

Employer shall afford the JSF seven (7) working days from notice in (B) to refer applicants for the vacancy before it hires from the outside.

<sup>3</sup>The layoffee may visit the institution(s) at which appropriate jobs are available.

<sup>4</sup>E.g., if the individual does not meet minimum qualifications. Acceptance may be conditioned on passage of a physical.

ARTICLE IXB  
CONSOLIDATION OF DEPARTMENTS AND MERGERS

*2/27/03* *MLC* *2/7/03*

1. When institutions consolidate departments in separate locations which are represented by 1199, the following terms shall apply to Employees of the affected departments:

(a) Employees transferred from one location to another shall carry their bargaining unit seniority.

(b) Employees shall be eligible for vacancies and promotional opportunities in the consolidated department(s) based upon their bargaining unit seniority.

(c) Employees shall carry their protected status from one location to another.

(d) An Employee who transfers as the result of a department consolidation shall suffer no reduction in base weekly salary. In addition, she/he shall receive contract increases in base weekly rate. Step increases shall be up to the amount(s) which bring the Employee to the pay step for someone of his/her experience at the new location.

(e) The Employee shall retain all time off accruals (e.g. sick, vacation, personal, holiday).

(f) Except as provided above, Employees transferred from one location to another shall be bound by the terms and conditions applicable at the new location.

(g) If there are differences in terms and conditions among the current locations, and a new location is established, the parties shall negotiate which of these terms and conditions apply at the new location.

2. An Employee who would be laid off shall be eligible for placement and/or recall into a bargaining unit vacancy, after internal transfers, promotions and recall rights, if any, at a merged institution. The placement of an Employee subject to lay off shall be for a vacancy in the same classification or group (where applicable) which is part of the bargaining unit at the institution where the vacancy exists. In addition, the Employee must be qualified and able to perform the vacant job according to the standards at the institution where the vacancy exists. An Employee who is placed into a job pursuant to this provision shall carry his/her bargaining unit seniority, time off accruals and recall rights, and will suffer no reduction in base weekly salary. Step increases shall be up to the amount(s) which bring the Employee to the pay step for someone of his/her experience at the new location.

ARTICLE X  
Wages and Minimums

*P. & 7/1/03*  
*Q 7/1/03*

1. Wage Increases

*See Stipulation II*

(a) Effective January 1, 2003, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of eight percent (8%) of his/her December 31, 2002 base weekly rate, or rise to the minimum for his/her classification, whichever is greater.

(b) Effective January 1, 2004, each Employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of eight percent (8%) of his/her December 31, 2003 base weekly rate, or rise to the minimum for his/her classification, whichever is greater.

(c) Effective January 1, 2005, each Employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of eight percent (8%) of his/her December 31, 2004 base weekly rate, or rise to the minimum for his/her classification, whichever is greater.

3. Minimum Rates of Pay

(a) The full-time minimum weekly rates including step minimum rates for all job classifications shall be increased by the across the board increases provided in 1(a) through (c) above.

(b) The Employer shall provide longevity increases as follows:

(i) ten or more years of service at the Employer- fifteen dollars (\$15.00) per week added to the Employee's base weekly rate,

(ii) twenty or more years of service at the Employer- an additional fifteen dollars (\$15) per week added to the Employees base weekly rate for a total of thirty dollars (\$30.00) after twenty years and,

(iii) in the future all Employees shall be entitled to the aforesaid longevity increases upon reaching the appropriate years of service.

(c) The lowest full-time minimum weekly rate shall be:

Effective January 1, 2003 \_\_\_\_\_ per week.  
Effective January 1, 2004 \_\_\_\_\_ per week.  
Effective January 1, 2005 \_\_\_\_\_ per week.

4. The minimum rates shall be contained in a stipulation (Stipulation II) between the Employer and the Union to be annexed hereto. Set forth below, are the uniform job titles and uniform minimum rates.

5. Employees when required to work at a higher rated bargaining unit job, shall be paid his/her rate or the rate for the other job, whichever is higher, for all hours worked.

6. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift and specialty differentials, but shall exclude overtime and on-call pay.

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7. For those jobs with experience steps, the Employer shall recognize recent, relevant hospital or nursing home experience in the industry in the same job in determining the applicable step.

8. (a) The Employer shall give the Union thirty (30) days notice in writing of its intention to institute a new job classification or substantially modify an existing job classification (e.g., by combining jobs or restructuring existing jobs, etc.). The Union may request a meeting to discuss the Employer's proposal including the proposed wage rate. If the parties disagree about job content or wage rates, the Employer and Union may invoke a facilitation process (as provided in Article XLII(1)(a)(ii)). If there is disagreement on the proposed wage rate, the Union may submit that issue to third step grievance and arbitration under Articles XXXI and XXXII within sixty (60) days of receiving the Employer's thirty (30) days notice. The Union will use its best efforts to request the meeting within thirty (30) days of said notice. It is expressly understood and agreed, however, that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification. In no event shall these procedures delay implementation of the Employer's proposal.

(b) If it is claimed by the Union that the Employer has instituted a new job classification or substantially modified an existing job classification without providing the notice required above the Union may process a claim for change in the job rate for such classification in accordance with the provisions of Articles XXXI and XXXII of the Agreement provided, however, that it is expressly understood and agreed that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification.

10. Employees shall receive paychecks during their regular work shift on payday.

11. Notwithstanding any other provision of this Agreement, it is understood and agreed that any Employee who, as of June 30, 1974, has been certified by the City of New York as a Clinical Technologist and is working as a Laboratory Technician shall, effective July 1, 1974, be classified as a Laboratory Technologist I and paid at the minimum rate provided in that agreement for such job classification. Except to the extent that the prior practice of a particular institution is to the contrary, there shall be no further automatic advancements from Technician to Technologist other than those set forth in this paragraph.

ARTICLE XI  
Hours

*A* 7/1/03  
*P. J.*

II - Hours 2 7/1/03  
P.D. 7/1/03

1. The regular workweek for all full-time Employees shall consist of the number of hours per week regularly worked by such Employees as of 37.5. The regular workweek for part-time Employees shall not exceed five (5) days. Employees shall receive two (2) days off in each full calendar week except in the event of overtime. The workweek shall commence on Sunday and end on Saturday.

2. The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five (5), exclusive of an unpaid lunch period, ~~except for those Employees who received a paid lunch period as at June 30, 1982.~~

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3. Part-timers:

(a) The parties agree that it is a desirable objective to have full-time jobs in this industry.

(b) The Employer will not split a full time position in which there is an incumbent into part time jobs.

(c) Conversion of Part-Timers to Full Time Workers

All part-time Employees who have worked for an average of the regular full-time workweek for that classification for any consecutive four (4) months shall become full-time Employees. All hours worked on special projects, filling in for Employees on leave of absence, vacations, and emergencies, shall not be counted towards meeting the aforementioned requirement, except if an Employee is specifically hired for permanent vacation relief and/or permanent leaves of absence relief. In each instance where the Employer claims that a part-time Employee worked on a special project or filled in for an Employee on leave of absence, vacation or in an emergency, the Employer upon request of the Union, shall within sixty (60) days identify the Employee whom he/she filled in for and the length of the leave of absence, vacation or in the case of a special project or emergency circumstance the nature of the project or emergency and the duration of such additional temporary service.

(d) Right To Extra Hours

Whenever practicable, pre-scheduled hours and available regular hours shall be offered to part-time Employees based upon classification seniority.

(e) A local institution-based Labor/Management Committee may undertake an analysis of why part-time employment exists and measures which can be instituted to create more full-time employment. All relevant information regarding part-timers will be provided to the Union and to the local Labor/Management Committee.

4. ~~Employees required by the Employer to be on-call off Employer premises shall receive, during such time, a rate of pay equal to three-fourths (3/4) of their regular base pay. Employees on-call~~

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called to work at other than during their normal work hours shall receive time and one-half for all such hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work. There shall be no pyramiding of pay under this provision.

5. Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the Employer to each Employee. Employees who are required to work overtime shall be entitled to an additional fifteen (15) minute rest period for each full half shift worked.

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

7. Where the Employer requires periodic medical examinations of its Employees, such examinations shall be performed during an Employee's scheduled work shift.

8. Monitoring and Dispute Resolution re: Full Time Status  
The Employer shall submit part-timer status reports in a Lotus format, or other agreed upon format, to the Union every four (4) months. Reports shall be by department and include name, social security number, date of hire, salary, straight time and overtime hours worked. If hours were worked under paragraph 3(c) above, it shall be noted in the report. Disputes over an Employee's full-time status shall be submitted to CIPC which will hear, decide or arbitrate the case in accordance with the CIPC rules and timetable.

9. The Employer shall not use part-timers to subvert the meaning and intent of this Agreement as reflected in Article VII, (3) and Article XI, (3) (c) and (8).

ARTICLE XII  
Weekend Scheduling

*appt next session*  
*R 4/24/03*  
*P.S.*

1. Each Employer shall schedule each permanent full time Employee who is regularly scheduled to work five (5) days a week for ~~every other weekend off except:~~

*26 weekends per year*

(a) Where an Employee agrees to or requests another schedule of days off and the Employer consents,

(b) Where the Union and the Employer otherwise agree to a different schedule with respect to a particular unit, department or job classification,

(c) In emergencies.

2. (a) The term "weekend" shall mean Saturday and Sunday.

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A shift which begins on Friday night with a majority of the time to be worked on Saturday morning is considered a weekend shift whereas a shift which begins on Sunday night with a majority of the time to be worked on Monday morning is not considered a weekend shift.

(b) Employees may be required to make up unscheduled absences on a scheduled weekend work day due to sick leave (including paid or unpaid sick days) only; they will not be required to make up absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(c) Where a regular, full-time or part-time Employee or a temporary full-time or part-time Employee has worked a permanent regular schedule better than every other weekend off, his/her schedule of weekends off shall not be reduced while he/she is in his/her present position or shift, except in an emergency. Where work assignments are otherwise changed such Employee shall have his/her schedule of weekends off maintained. Where an Employee elects with the Employer's consent a changed work assignment with prior knowledge of a new schedule of weekends off such new schedule shall prevail.

(f) As previously implemented, an Employee who desires to waive the every other weekend off requirement, shall, if consented to by the Employer, execute a written waiver which may not be revoked without the agreement of the Employer during the life of the Agreement.

(g) Grievances alleging violations of Article XII shall be subject to the grievance and arbitration provisions of this Agreement, but shall, if the matter proceeds to arbitration, be determined by an arbitrator selected from the panel of CIPC arbitrators who shall have the following authority and responsibility:

- i. to determine if there have been misapplications or violations of Article XII by the Employer or the Union;
- ii. to issue final and binding decisions within seven (7) days of hearing a case;
- iii. upon finding of Employer misapplication, may issue one of the following remedies:
  1. Time and one-half pay for time worked on weekends in violation of this Article by the Employee; or
  2. Compensation time off for time worked on

weekends in violation of this Article by the Employee.

ARTICLE XIII  
Overtime

*4/24/04*

1. Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of the regular full-time work week for their classification as set forth in Article XI, Section 1 and in the case of a regular full-time Employee who is regularly scheduled to work five (5) days per week, for authorized time worked in excess of the regular full-time work day as defined in Article XI, Section 2.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, paternity day, and marriage days. Unpaid absences shall not be considered as time worked.

*see list in agenda*

3. (a) The Employer will assign, on an equitable basis, "on-call" duty and required pre-scheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the Employer.

(b) Each Employer shall establish a procedure for assigning overtime, in the first instance, among qualified Employees who wish to work overtime, except in emergencies. Such procedure shall include a provision whereby such Employees are assigned in rotation, starting with the Employee on duty who has the most classification seniority. Pursuant to such procedure, a volunteer overtime roster shall be compiled and posted every six (6) months. A part-timer shall not receive premium overtime hours prior to full-timers, unless he/she has greater classification seniority.

(c) Where the Employer assigns overtime on a compulsory basis due to an emergency or the inability to obtain a qualified volunteer on a timely basis, assignments shall be made among qualified Employees on a rotating basis starting with the Employee on duty who has the least classification seniority.

4. The workweek shall commence on Sunday and end on Saturday.

5. There shall be no pyramiding of overtime.

See Exhibit F  
ARTICLE XIV  
Shifts and Shift Differentials

7/1/03 P.F.

1. Employees shall receive shift differentials when working on shifts whose straight time hours end after seven (7:00) pm or begin prior to six (6:00) am.

(a) All Employees - a shift differential of ten percent (10%) of salary including specialty differential

2. Employees shall work in the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason, and any such change shall apply to the Employee with the least classification seniority qualified to do the work.

Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees.

3. The foregoing shall not interfere with any training program requiring rotation of shifts.

4. There shall be no split shifts.

ARTICLE XV & XVI  
Employee Benefit Time (E.B.T.)

1. Employees holidays, personal days and vacation benefits are set forth in the Employer's Employee Benefit Time ("E.B.T.") policies which are annexed hereto in Exhibit D and incorporated herein. Requests for use of Employee Benefit Time ("E.B.T.") shall not be unreasonably denied.
2. Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.
3. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.
4. The Parties shall establish a committee-with equal number of members from 1199 and management- to discuss any issues arising from the use of E.B.T. If the parties are unable to resolve the dispute, such dispute shall be subject to the arbitration procedure through the American Arbitration Association.

specified; however, the Employer agrees to distribute holidays off on an equitable basis.

(b) In the event an Employee is required to work on any of the nine (9) legal holidays specified in Stipulation IV annexed hereto, he/she shall be paid at the rate of time and one-half his/her regular pay for all hours worked on the holiday, except Thanksgiving, Christmas, and New Year's Day, which shall be paid at the rate of two times his/her regular rate of pay, and shall in addition, receive an additional day off with regular pay within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the Employer.

(c) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday.

(d) If a legal holiday falls during an Employee's vacation, at the option of the Employer the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.

(e) The day on which a holiday is legally celebrated<sup>\*\*\*\*\*2</sup> shall be the day on which holiday premium pay is paid to those Employees who work on that day, except that Christmas shall be legally celebrated on December 25th, New Year's Day shall be legally celebrated on January 1<sup>st</sup>, and Dr. Martin Luther King's Birthday on the day that it is celebrated.

(f) If an Employee is absent the scheduled workday before and/or the scheduled workday after a paid legal holiday or day in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished.

4. Employees shall be entitled to the number of "personal days" with pay set forth in Stipulation IV hereunto annexed. Personal days shall be scheduled in advance with the approval of the Employer or taken for personal emergencies. Once scheduled, personal days shall not be canceled except in an emergency. Personal days shall not be designated by the Employer. The Employer shall retain the

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\*\*\*\*\*The term "legally celebrated" shall refer to Public Holidays as defined in the New York General Construction Law, Section 24, as amended.

*Debra*  
*7/1/03*  
*AP. J.*

same rights to require work on the personal days scheduled as on holidays.

5. Employees will be entitled to time off with pay to vote at county, state or federal elections, in accordance with New York State Law.

ARTICLE XVI  
Vacations

*Deleted Ar 7/1/03*

1. Employees shall be entitled to accrued vacations each year with pay as follows:

(a) For all Employees:

<u>Period of Continuous Employment</u> Vacation proposal to follow	<u>Amount of Paid Vacation</u>
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2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

3. The vacation eligibility year shall be as heretofore. Each Employee's anniversary date shall be used for vacation purposes.

4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year and Employees will not be compensated for vacation time not taken.

5. Vacation pay shall be based upon the Employee's regular pay.

6. An Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least four (4) weeks in advance. An Employee may request that the Employer defer vacation pay.

7. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with from more than one (1) and up to and including but not exceeding five

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(5) years of service. For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his/her vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

Hours of vacation pay for each week of vacation to which an Employee may be entitled as above defined shall be computed on the basis of the average number of hours per week actually worked as above defined, including premium hours, during the twelve (12) calendar months immediately preceding the Employee's vacation.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) weeks period shall not be deemed nor considered as time worked in computing vacation pay and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had he/she worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his/her vacation pay shall be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due him/her.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of Article IX, and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

ARTICLE XVII  
Sick Leave

[Signature] 6/24/02 [Signature]

1. Employees, after thirty (30) days employment, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of twelve (12) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave during any one year,

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including the days earned or to be earned in the current sick leave year.

2. Pay for any day of sick leave shall be at the Employee's regular pay.

3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder.

4. Employees who have been on sick leave may be required to be examined by the Employer's Health Service physician before being permitted to return to duty.

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

6. After an Employee has been sick or disabled for a continuous period of more than seven (7) days and is entitled to receive disability payments from the 1199 National Benefit Fund for Health and Human Service Employees, the Employer shall pay sick leave pay to which an Employee is entitled in accordance with the following schedule for each day of continuous sickness or disability exceeding seven (7) days, as above provided, up to the maximum amount accumulated under Paragraph 1 above:

<u>Employee's Weekly Pay</u>	<u>Percent of Weekly Pay</u>
\$200 to \$325	33%
\$326 to \$350	34%
\$351 to \$375	39%
\$376 to \$400	43%
\$401 to \$425	46%
\$426 to \$450	50%
\$451 to \$475	52%
\$476 to \$500	55%
\$501 to \$525	57%
\$526 to \$550	59%
\$551 to \$575	61%
\$576 to \$600	63%
\$601 to \$625	64%
\$626 to \$650	66%
\$651 to \$675	67%
\$676 to \$700	68%
\$701 to \$725	69%

\$726 to	\$750	70%
\$751 to	\$775	71%
\$776 to	\$800	72%
\$801 to	\$825	73%
\$826 to	\$850	74%
\$851 to	\$875	75%
\$876 to	\$900	75%
\$901 to	\$925	76%
\$926 to	\$950	77%
\$951 to	\$975	77%
\$976 to	\$1,000	78%
\$1,001 to	\$1,025	79%
\$1,026 to	\$1,050	79%
\$1,051 to	\$1,075	80%
\$1,076 to	\$1,100	80%

7. With respect to days of absence for which the Employee is entitled to salary continuation payments from Worker's Compensation, the Employer shall pay sick leave pay to which an Employee is entitled in an amount equal to the difference between the amount to which the Employee is entitled from Worker's Compensation, and the daily amount to which the Employee would otherwise be entitled if Worker's Compensation did not apply.

8. Family Illness

An Employee shall be entitled to use up to three <sup>2</sup> (~~3~~) days of accrued sick leave when necessary for family illnesses. Such absences shall be deducted from the Employee's three (~~3~~) day family illness bank. The Employer shall have the option to require the Employee to provide reasonable documentation of the illness. For purposes of this paragraph 8, the term "family" shall mean: parent, spouse, child, brother, sister or grandparent, and the term "child" shall mean the Employee's own dependent child, foster child for whom he/she has legal foster care responsibility, or a child for whom the Employee has overall parental responsibility on an established basis and who is living in the household of the Employee.

In case of emergencies due to family illness, the Employee shall have the right, with one (1) hour advance notice to the Employee's supervisor, or sooner if approved by the supervisor, to leave the workplace due to said illness.

ARTICLE XVIII  
Paid Leave

Article of Ordinance  
OK 2/1/03

Employees, after their first thirty (30) days of employment, shall be entitled to paid leave as follows:

1. An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of the death of his/her ~~parent~~ parent, step-parent, spouse, Spouse's parents, child, brother, sister, grandparent or life partner.\*\*\*\*\* Such three (3) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.

2. An Employee shall be paid at his/her regular pay for three ~~three~~ <sup>two</sup> working days' absence in the event of his/her marriage; such ~~three~~ <sup>two</sup> days must be taken consecutively. STPC P.D.

3. An Employee shall be paid at his regular pay for one (1) working day's absence when his wife has a baby. STPC

4. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty, which shall not include "on-call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service. OK

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ARTICLE XIX  
Unpaid Leave

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Employees shall be eligible for unpaid leave in accordance with the following:

1. Maternity Leave. Pregnant Employees will be eligible for maternity leave. Maternity leave will be granted for a period not to exceed nine (9) months or the length of physical disability, whichever is greater. However, Employees exposed to radiation who desire to take maternity leave and Employees whose pregnancy requires them to take maternity leave prior to the sixth month of pregnancy will be granted maternity leave for a period of twelve (12) months or the length of physical disability, whichever is greater. The father

\*\*\*\*\*This provision shall not apply to an institution which has a religious objection.

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or mother of a legally adopted or biological child shall receive the same unpaid leave now provided to biological mothers.

2. Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. Union Business. A leave of absence for a period not to exceed three (3) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union, provided such leaves will not interfere with the operation of the Employer. Employees must reapply each year.

4. Illness or Injury. Employees shall be entitled to leaves of absence for illness or injury for up to two years or length of service, whichever is less. Employees must provide doctor's certification.

5. Other Leaves.

(a) Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer.

(b) Employees with one or more years of service shall be entitled to a nine (9) week unpaid leave in a calendar year for serious illness of a family member (parent, spouse, child, brother, sister or grandparent). \*\*\*\*\* The Employer shall have the option to require the Employee to provide reasonable documentation of the illness.

(c) Once granted, a leave of absence granted for participation as a full-time student in a program sponsored by the Hospital Employer/ 1199 Training and Upgrading Fund shall be given for the duration of the program, not to exceed the lesser of four (4) years or the length of an Employee's continuous employment.

6. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided in Article IX. When an Employee returns to work following an involuntary leave of absence, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position within the same classification. As a condition of reinstatement following a

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\*\*\*\*\* Employees may have other rights under the Family and Medical Leave Act (FMLA) and this provision is not meant to interfere with the rights and obligations of the Employee and the Employer under FMLA; it is understood that periods of unpaid leave under this provision may run concurrently with any eligible FMLA leave.

leave of absence for illness, the Employer may require the Employee to receive the approval of the Employer's Health Service.

7. Professional Conferences. Professional workers shall be entitled to attend professional conferences related to their work on a reasonable and non-discriminatory basis to the extent that funds are made available for such purposes within each department in each Employer. Absences pursuant to this provision are subject to the discretion of the department head concerned.

ARTICLE XX  
Past Practices

Q 7/1/03 RA

*See Stipulation III*

1. The specific past practices are those set forth in Stipulation III, which is annexed hereto.

ARTICLE XXI  
Severance Pay

Q 7/1/03 KMC

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off, or who are temporarily laid off\*\*\*\*\*in excess of seven (7) days, shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, pro rated, up to a maximum of four (4) weeks' pay, at his/her regular pay in effect at the time of such layoff, provided that the amount of severance pay shall not exceed the regular pay the Employee would have earned during the period of the layoff.

ARTICLE XXII  
Training and Upgrading

Q 7/1/03

1. The parties shall continue planning for and training

\*\*\*\*\*As used in this paragraph, the term temporarily laid off does not include a layoff arising out of a labor dispute at the Employer. Severance pay for temporary layoffs shall be effective November 1, 1986.

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adequate health personnel for Employers covered by this Agreement through the Hospital Employer/1199 Training and Upgrading Fund. Effective 6/1/2006 the Employer shall contribute to the Fund an amount equal to one half percent (½%) of the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

Contributions so received by the Trustees shall be used to study Employer manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages.

The Trustees will be requested to seek grants from outside sources including the State and Federal governments for training to reduce the negative impact arising from layoffs or potential layoffs.

The Trustees of the Training and Upgrading Fund, in addition to the moneys received from Employers, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

2. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the Employer.

3. The Trustees of the Hospital Employer/1199 Training and Upgrading Fund shall develop programs to provide Employees who are laid off or who are potentially affected by layoff with retraining for lateral and/or upgrading opportunities. The purpose of such programs shall be to minimize the effect of actual or potential layoffs and may include stipends to supplement unemployment compensation, severance pay, etc. as deemed necessary and appropriate by the Trustees. All matters concerning the particulars of such programs including, among others, questions of eligibility, limitations, duration and amount, shall be determined by the Trustees.

4. The Employer and the Union will request that the Trustees consider ways to expand the number and location of conferences, workshops and seminars which may be attended particularly by professional Employees in order for them to keep abreast of developments in their fields.

5. The Employer will make a good faith effort to adjust schedules so that Employees can take training courses.

6. The Employer will make a good faith effort to make space available for training.

ARTICLE XXIII

Benefit Fund

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1. Effective 12/31/2006 the Employer shall contribute to the 1199 National Benefit Fund for Health and Human Service Employees ("NBF" or "Fund") in an amount equal to the percentage as specified in Article XXIII, paragraph 5(c), multiplied by the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment, reduced by contribution credits, if any, approved by the NBF Trustees.

Such payments shall be used by the Trustees of the Benefit Fund for the purpose of providing the Employees with social benefits, e.g., medical benefits, disability benefits, death benefits and hospital benefits as the Trustees of the said Fund may from time to time determine.

2. It is agreed that the National Benefit Fund will provide disability benefits for the Employees covered by this Agreement, in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the said Fund, the Employer agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The National Benefit Fund will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the Employer.

3. The Trustees shall continue to provide Benefit Fund enrollment cards to the Employers in accordance with its prior practice.

4. The Union and the Employer hereby direct the Trustees to implement the following cost containment measures:

- (a) Mandatory mail order for maintenance prescription drugs, effective April 1, 2002, as described in the attached Exhibit F;
- (b) Full formulary and other drug programs, effective April 1, 2002 as described in attached Exhibit F;
- (c) Increased case management interventions, as described in attached Exhibit F;
- (d) A mandatory Medicare risk HMO for retirees, effective April 1, 2002, as described in Exhibit F; and
- (e) An annual dental cap, as described in Exhibit F.

5. The Union and the Employer of Voluntary Hospitals and Nursing Homes shall appoint a committee that will develop a program to provide the best possible health care and health benefits.

(a) In designing this program, the Union and the Employer agree to be guided by the following objectives. That the National Benefit Fund will:

- (i) Promote health and prevent disease;
- (ii) Provide comprehensive health benefits in a cost-effective manner, and when fully operational, at no costs to covered Employees and their eligible dependents;
- (iii) Provide improved access to high quality health care providers participating in the Plan;
- (iv) Seek to eliminate and/or eliminate all Employee out-of-pocket cost through maximizing the availability of services from member institutions and affiliated, participating providers (including but not limited to physicians, dentists and mental health providers);
- (v) Permit Employees and their eligible dependents to exercise choice of providers;
- (vi) Seek ways through management of quality, utilization and price to restrain the growth in cost while maintaining the scope and improving the quality of services.

(b) To achieve these objectives the Union and the Employer direct the National Benefit Fund Trustees to develop a comprehensive health care service network organized around a core of accessible, high quality primary care providers in accordance with the substantive provisions contained in the agreement between the Employer and 1199 dated June 28, 1994.

(c) Effective ~~12/31/2006~~ <sup>12/31/2003</sup> ~~1/1/03~~ <sup>7/1/03</sup> the contribution rate shall be ~~1.5%~~ of gross payroll as defined in paragraph 1. Effective May 1, 2003 and each twelve (12) months thereafter the rate shall be adjusted, as determined by the Fund actuary, to the level required to maintain all existing benefits including those improved in this Agreement and a minimum one (1) month surplus (defined as a surplus equal to one (1) month's contributions) through the expiration of the contract.

(d) The Employer and its member institutions agree:

- (i) To expand the NBF's preferred provider program the Employer will make maximum effort to encourage its member institutions to recruit affiliated physicians, mental health providers, dentists and other providers to accept NBF reimbursement as payment in full for medical, dental and all ancillary services.

*The rate then in effect as set by the trustee of the fund is an amount equal to \_\_\_\_\_ % (percent).*

*7/1/07 P. 7/1/03*

(ii) To designate appropriate top management with authority to implement this program with the NBF.

(iii) To sponsor and conduct at the work place, with the NBF, health promotion-disease prevention programs which may include hypertension testing and treatment, breast cancer screening, nutrition, smoking cessation and other wellness programs.

(e) The medical reimbursement schedule will be increased to the 2000 Medicare Schedule effective December 1, 2002 and increased to the 2002 Medicare Schedule effective December 1, 2004.

ARTICLE XXIV  
Pension

*R 1/13 P 7/1/02*

1. (a) Effective 12/31/2007, except as provided below, Employer shall contribute each month to the 1199 Health Care Employees Pension Fund ("PF" or "Fund") in an amount equal to ~~six and three-quarters percent (6.75%)~~ of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees for the first two (2) months following the beginning of their employment.

Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing Pension or Retirement benefits for the Employees as the Trustees of the said Fund may from time to time determine.

(b) As of February 1, 2004, the Pension Fund actuary will review the wage and earnings assumptions and the 6.75% contribution rate. If he/she concludes that any change is advisable, he/she will make appropriate recommendations which shall be referred to the President of the Union and the President of the Employer. In the event of dispute, resolution by CIPC process.

(c) Pension Contribution Diversions.

Notwithstanding the above, the Employer, in lieu of Pension Contributions, shall:

(i) for a total of two and a half (2.5) months, pay 6.75% of gross payroll to the P&P Fund, and

(ii) for a total of eleven and a half (11.5) months pay 6.75% of gross payroll to the NBF.

*the rate then in effect as set by the trustees of the fund equals 6.75%*

*R 7/1/03 P 7/1/03*

The schedule of diversions shall be determined by the President of the Union and the President of the Employer.

2. Pension Improvements

(a) Current Retirees' Pension Benefits shall be increased by three percent (3%) effective November 1, 2002, two percent (2%) effective May 1, 2003, four percent (4%) effective January 1, 2004 and four percent (4%) effective April 1, 2005.

(b) Effective April 1, 2005, increase the multiplier used for calculating benefits based upon future service from 1.76 to 1.85.

2. Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

3. The Employers' obligation with respect to contributions to existing pension plans and the Pension Fund established hereunder shall not exceed the greater of the contribution required hereunder or the present cost of such existing plans to the Employer per Employee. The parties shall meet to study existing pension plans for the purpose of protecting Employee rights thereunder and providing for an orderly transfer of Employees into the Pension Fund hereunder. Any disagreement regarding implementation of these provisions shall be subject to arbitration hereunder.

4. The Employer shall not withdraw from the Social Security Program.

ARTICLE XXV

Enforcement of Articles IXA, XXII, XXIII, XXIV, XXXIV and XXXVIII (the Funds)

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7/11/03  
7/11/03

1. The Employer shall remit the contributions required under Articles IXA, XXII, XXIII, XXIV, and XXXVII to the Funds on a monthly basis, based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August. The Employer shall submit regular monthly reports with its contributions in such form as may be necessary for the sound and efficient administration of the Funds and/or to enable the Funds to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to Articles IXA, XXII, XXIII, XXIV, XXXIV and XXXVIII of this Agreement.

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2. The Employer agrees to make available to the Funds such records of Employees as classifications, names, social security numbers, days worked, and accounts of payroll and/or wages paid which the Funds may require in connection with the sound and efficient operation of the Funds or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit Accountants for the Funds to audit such records of the Employer.

3. If a payment or payments are not made in compliance with Section 1 of this Article XXV, the Employer shall, from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half (1½%) percent per month or the maximum permitted by law, whichever is less. In addition, there shall be prompt arbitration thereof before the Impartial Arbitrator designated under this Article. The Arbitrator is hereby empowered to:

(a) direct the remedying of such violations up to the date of hearing that have not been cured;

(b) direct that there shall be no further violations of such provision(s) of these Articles;

(c) direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceeding, be paid to the Fund(s) by the Employer:

(i) for an uncontested proceeding, the lesser of ten percent (10%) of the amount found due to each Fund or \$500 to each Fund involved.

(ii) for a contested proceeding, the lesser of twenty percent (20%) of the amount found due to each Fund or \$1,000 to each Fund involved.

(d) In the event that an Employer fails to make payment of contributions as required by Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, the Arbitrator shall also have the power to require the properly authorized agent of the Employer to sign a Confession of Judgment in the amount of the Award including interest, costs and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

4. Notwithstanding the foregoing, in cases where an Employer has voluntarily agreed to a verification of the amounts contributed to a Fund through an inspection of the payroll records of its Employees by a Certified Public Accountant retained by the Funds, the Employer shall not be obligated to make retroactive interest payments or payment of costs and expenses pursuant to paragraph 3(c) of this Article XXV where the Employer proves to the satisfaction of the Arbitrator designated under this Article that the principal amounts at issue were not contributed because of a genuine oversight by the

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Employer. In such a case, interest upon the principal amounts determined by the Certified Public Accountant retained by the Fund shall be due the Fund at the rate specified in the immediately preceding paragraph from and after the earlier of the following dates: (1) the date of the Award of the Arbitrator designated under this Article; or (2) thirty (30) days following receipt of a written request for payment from the Fund which sets forth the amount claimed, and the basis upon which it has been determined.

5. Alan R. Viani is hereby designated as an Impartial Arbitrator to hear and determine any disputes which may arise between the parties with regard to payment of contributions and/or interest under Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII and the enforcement thereof under Article XXV. Such arbitration shall be heard no later than ten (10) days after written request for arbitration is submitted to the Arbitrator. The Award of the Arbitrator shall be issued within five (5) days thereafter. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy. If the parties are unable to agree, such disputes shall be handled in accordance with Article XXXII until such time as the parties do agree on a replacement.

6. In the event that the attorneys for the Fund(s) or the Union are required to move in court for confirmation of the Award or to oppose a stay and/or motion to vacate or set aside the Award in whole or in part, reasonable attorney's fees shall be imposed by the Court, if the Award is confirmed or the stay denied. Service of notices, papers, petitions, summonses or other process to enforce or confirm awards or judgments with respect to the collection of contributions to the Fund may be by certified or registered mail.

7. In the event that the Trustees of the Fund(s) have terminated benefit coverage or pension credits to Employee(s) because the Employer has failed to comply with the contribution requirements of Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, then the Employer shall be directly liable to the affected Employee(s) for benefits to which the Employees would otherwise be entitled under the Funds; the amount of any benefits directly paid by the Employer pursuant to this Paragraph may not be credited or offset by the Employer against the amounts due the Fund(s) under Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, it being understood that the Employer shall continue to be obligated to make contributions to the Fund(s) in accordance with Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII. However, in the event that the Employer pays all past due contributions, interest, costs and expenses as provided in this Article, it shall be entitled to a credit equal to 65% of the actual audited benefits paid directly, but shall in addition be liable for



2/1/03 P.F. 7/1/02

1. The Employer shall provide, ~~launders and maintain any~~ uniforms which it requires the Employees to wear, ~~except where an amount of money is allocated for such purposes as set forth below.~~

~~4. In cases where an Employee purchases, launders or maintains required uniforms, the Employer shall pay the following allowance:~~

Proposal to follow

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*2/1/03*

ARTICLE XXVII  
Management Rights

*2/1/03*  
*P.F.*

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations, to discontinue, subject to the provisions of Paragraph 3 of this Article, or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, 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 Union toward these objectives.

3. Subcontracting.

(1) Employers who are presently subcontracting all or any part of their present services of whatever nature or description to other employers who pay the economic equivalent of the total compensation package provided for in this Agreement, including wages, benefits and other labor costs, may continue to do so without restriction.

(2) Employers who are now subcontracting all or any part of their present services to other employers who however, do not pay the economic equivalent of the total compensation package provided for in this Agreement, including wages, benefits and other labor costs, may continue to do so without restriction provided that the total amount of such services presently so subcontracted shall remain at the current existing level. In the event, however, that the present

ARTICLE XXVII — MANAGEMENTS RIGHTS

**2A ADD:** The Hospital shall retain the right to utilize employees among Community Hospital at Dobbs Ferry, St. John's Riverside Hospital, and the Michael Malotz Skilled Nursing Facility. In the event a covered bargaining unit employee is utilized in a facility other than their regular work location, the employee shall be paid at the same rate ~~as their regular rate of pay at their regular work location~~ and covered by the Agreement in effect at the regular work location.

*2/1/03 P.F.*

*paid at higher rate if different*  
*(62)*

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level<sup>\*\*\*\*\*6</sup> of such subcontracted services shall, at any time in the future, be increased by a figure in excess of twenty (20%) percent of the present total amount of such subcontracted services, then and in that event the parties shall attempt to negotiate a solution concerning such increase. Partial increases in the level of such subcontracted services are not to be considered until the totality of such increases reach or exceed the aforesaid twenty (20%) percent figure. Failure to arrive at an adjustment within twenty (20) days after such increase, the matter shall be submitted to an impartial arbitrator, whose function it shall be to determine (a) the ability or inability of the Employer to accommodate itself (because of a manpower shortage or any other legitimate reason) to the increased services without the need to subcontract to an employer which does not pay the economic equivalent of the total compensation package, including wages, benefits and other labor costs, provided for in this Agreement; (b) the health, safety and welfare of the Employer's patients who might be affected by the alleged inability of the Employer to accommodate itself to the required increase in services. This factor (b) shall be deemed and considered as the prime objective; (c) the purpose and function of the subcontracted work must be given first consideration and not the nature of the job duties or skills of the individual Employees.

(3) In the event that two or more Employers covered by a collective bargaining agreement with the Union shall at any time in the future desire to combine for the purpose of creating a centralized agency to perform services of any kind, nature or description theretofore required by the Employer participating in such centralized agency, the transfer of such services to such centralized agency shall not be deemed nor considered as subcontracting provided that the services so performed by the centralized agency shall be performed by members of the Union and that such centralized agency enter into a collective bargaining agreement with the Union, which shall contain the same terms and conditions as are presently contained in the current Collective Bargaining Agreement, or as such terms and conditions shall be amended by any subsequent Collective Bargaining Agreement.

\*\*\*\*\*The term "present level" when used in this Article XXVII refers to the date specified in the Cahn Award.

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(4) Except insofar as it is limited by item (2) hereof, no Employer shall hereafter subcontract to any profit or non-profit organization any of its (a) service and/or maintenance work, (b) clerical and/or office work, (c) licensed practical nurse work of any kind, nature or description. Employers who are presently subcontracting any part of the above listed work may continue to do so but in the event, however, that the level of such presently subcontracted services shall, at any time in the future, be increased by a figure in excess of twenty percent (20%) of the total amount of such presently subcontracted services, then and in that event the procedures for adjustment and the criteria outlined in Section (2) hereof shall become applicable. The itemization of (a), (b) and (c) above listed shall be deemed to include but shall not be limited to kitchen operations, laundry services, dietary service, housekeeping services, day to day service and maintenance work having to do with upkeep functions which are routine or frequently recurring rather than unusual or infrequent, janitorial work, porter work, clerical, office accounting work, etc.

(5) Except insofar as it is limited by items (2) and (4) hereof, any Employer which presently subcontracts for the preparation and purchase of kosher or other specialized foods may continue to do so. In the event an Employer shall be required to increase such presently subcontracted services by a figure in excess of twenty percent (20%) of the present total amount of such subcontracted services, then the procedures outlined in Section (2) hereof shall become applicable.

(6) In the event of any emergency such as fire, epidemic, power failure, machine breakdown, war, major catastrophe and the like, any Employer may subcontract part or all of any of its services for the duration of the emergency. This itemization shall not be deemed nor construed as being limited solely to the above listed emergencies.

(7) Any Employer may, if it desires, subcontract any and all technical and/or laboratory services which, in the Employer's opinion and judgment, it cannot properly, adequately nor fully perform so as to protect the health, safety and welfare of its patients. In the event, however, that the Union shall claim an abuse of such judgment then the procedures for adjustment of that claim shall be resolved in accordance with the method and tests set forth in item (2) hereof. This section shall not be deemed nor considered as applying to those Employees who may be attached to the laboratory or technical staff and classified as laboratory or technical



covered. Such report will be submitted in a mutually agreed upon format.

(d) The report shall include job descriptions for all positions including non-union positions as stated in subsection (a) above and any job description which has been changed from the last reporting period.

(e) The Employer will provide an annual report of all subcontracting identifying subcontractor, nature and volume of work performed in those departments included in the bargaining unit and the time period during which such subcontracting took place in that year.

(f) The above reports shall be submitted in a mutually agreed format which may include a Lotus format.

(g) The Employer shall not be required to file duplicates of any information previously provided as part of the informational request for the 1998 negotiations.

(h) Submission of this information shall not be deemed an admission or agreement that the Union represents any of the non-union positions. Criteria which shall determine whether a position is in the bargaining unit include but are not limited to if the Employee performs bargaining unit work and if these duties include legitimate supervisory functions.

(i) The Employer agrees to meet with the Union upon request to discuss the contents of said reports. If disputes arise about whether the Employee in subsection (a) above should be covered by this Agreement or, if work is being subcontracted in violation of the subcontracting clause or, if the recognition clause is being violated, such disputes shall be submitted to the expedited mediation and arbitration procedure set forth in Article XXXIA and XXXII or to CIPC under its procedures.

ARTICLE XXVIII  
Resignation

2/7/07 MK

1. An Employee who resigns shall give the Employer advance notice equal to the initial annual vacation entitlement for his/her job classification.

2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE XXIX  
Discharge and Penalties

*Handwritten initials and date: 2/21/03 with a circled signature.*

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.

2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) 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 hereinafter set forth, however commencing at Step 3 of the grievance machinery.

If the Union notice of contest is given from six (6) days to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

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

ARTICLE XXX  
No Strike or Lockout

*Handwritten initials and date: 2/21/03 with a circled signature.*

1. No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or

other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the Employees.
- (b) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
- (c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
- (d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.

4. The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE XXXI  
Grievance Procedure

2/7/03  
2/7/03  
*[Signature]*

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. Within a reasonable time (except as provided in Article XXIX), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give its answer to the Employee and/or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance at this step will be presented in writing to the Personnel Director or Administrator of the Employer, or his/her designee. A grievance meeting will be scheduled for a mutually agreeable date and time during normal business hours promptly following the receipt by either party of a written request by the other for such grievance meeting as follows:

P. P. & 7/1/02

(a) for disciplinary grievances involving discharges or suspensions within fifteen (15) working days; (b) for other grievances twenty-five (25) working days.

If the parties cannot agree on a date and time for a grievance meeting within this period, then each side will offer in writing three dates and times (during normal business hours) from which the other side will pick one. From the two dates so selected one will be chosen by the parties on alternating grievances provided such date is not more than fifteen (15) working days or twenty-five (25) working days from the date of the request for a grievance meeting depending on the type of grievance. Notwithstanding the above, each side will be entitled to one adjournment of this date by written request delivered to the other party before the scheduled date, in which event a new date will be scheduled within fifteen (15) or twenty-five (25) working days of the initial scheduled date depending on the type of grievance. Selection of an adjourned date shall be according to the same procedure used to schedule the original date. The Employer shall use its best efforts to render its written decision within five (5) days after the third step grievance meeting; in no event will its written decision be rendered more than ten (10) days following such meeting.

Failure of either party to appear and fully present its case at the grievance meeting on the scheduled date and time or of the Employer to render its decision within the time limit set forth above shall result in a default by such party and the grievance shall be deemed granted by the Employer, or waived by the Union as the case may be, but solely with respect to the particular grievance (i.e., the deemed grant or waiver will not bind or be a precedent in other cases). In cases involving violence, theft, patient abuse, substance abuse on premises, or serious misconduct of equivalent level, the default may be cured within 10 days of default notification (i) by either party by appearance and full presentation of its case at a third step grievance meeting, or (ii) where the decision was not rendered timely, by the Employer rendering its decision. This paragraph shall not apply to a grievance arising from the issuance of disciplinary warnings where no other disciplinary action (eg. termination or suspension, etc.) is involved.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto (except as provided above with respect to third step grievances), and the Union may proceed to the next step.

All third step decisions will be mailed to the Organizer and Area Director in care of the Union Headquarters (310 West 43rd

Street, New York, NY 10036) and a copy given to the delegate who handled the case.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXXI, Section 1.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

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

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXXIA  
Mediation

*XO Deleted*  
*Accepted 2/3*  
*P.L.*

~~1. It is the intention of the parties that the mediation process provided for below will be available to assist in the disposition of disciplinary disputes and cases of contract application concerning fact oriented issues.~~

~~(a) Upon the request of either party a grievance not resolved at the third step shall be submitted to mediation within ten (10) working days after the completion of Step 3 of the grievance procedure.~~

~~(b) The parties shall utilize the Federal Mediation and Conciliation Service ("FMCS") to administer the mediation procedure under this Agreement. If the volume of mediation exceeds the scheduling capability of FMCS or FMCS is otherwise unable to provide the necessary service, the parties shall establish a list of ten (10) mediators who will be assigned on a rotating basis. The parties shall continue to investigate other mediation services. In an effort to create an atmosphere which allows the parties to communicate efficiently with each other, mediation will be held at the Employer's premises provided that~~

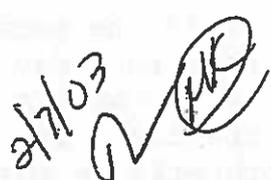
there is no disruption of the Employer's normal operations nor threat of disruption of such operations during the mediation process.

- (c) The parties may present up to five (5) grievances per mediation session. Wherever possible, each side shall present its case within thirty (30) minutes.

Each party will designate a spokesperson among those present (no outside lawyers or house counsel).

- (d) Cost of mediation is to be borne equally by the parties.
- (e) The mediators will attempt to assist the to resolve each grievance on mutually agreeable terms. Any recommendation by the mediator will be made at the time of the meeting. No recommendation by the mediator shall be in writing (except as the parties may agree) and no positions, testimony or statement by any party, his/her representative, the mediator or witness shall be used in any future arbitration proceeding or for any other purpose.
- (f) All currently outstanding arbitrations involving disciplinary disputes and cases of contract application concerning fact oriented issues, in which no hearing has yet been held, at the request of either party, shall be submitted to mediation within 120 days of the effective date of this provision. The referral to mediation will not delay any scheduled arbitration hearing unless the parties mutually agree to such delay.

ARTICLE XXXII  
Arbitration

2/7/03  


1. A grievance, as defined in Article XXXI, which has not been resolved thereunder may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the

A P. J.  
7/1/03

American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXXI, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

5. All grievances contesting a discharge referred to arbitration after the execution of this Agreement shall be conducted in accordance with the procedures of the American Arbitration Association under the Voluntary Labor Arbitration Rules then prevailing; the single panel of arbitrators shall be abolished.

6. The American Arbitration Association will produce one list of eleven (11) names of arbitrators, seven (7) of whom are members of the National Academy of Arbitrators, and all of whom have dates available to hear cases within thirty (30) working days of selection. The parties will alternately strike names until one remains who shall be the arbitrator. The time period for selecting the arbitrator shall be seven (7) business days. The Employer and the Union shall strike the first name on an alternating basis.

7. The arbitration hearing shall be held within thirty (30) working days of appointment of the arbitrator or within thirty (30) working days of completion of the mediation procedure if it has been requested, whichever is later. Neither side shall be entitled to more than one (1) adjournment of that date, unless there is mutual consent. The adjourned date must be within thirty (30) working days of the postponed hearing date.

8. If the parties agree, the arbitrator shall hear more than one case in a day.

9. No briefs shall be submitted in disciplinary cases heard in one day. The parties agree in principle - and the arbitrators will be instructed - that briefing should be avoided or limited in all cases unless complexity of the issues demand briefing. In such situations, the parties must agree on the filing of briefs or obtain approval from the arbitrator to file briefs. Briefs, if permitted, are to be filed within two weeks of hearing.

P.J. 7/1/03

10. Arbitrators' decisions are to be rendered within two (2) weeks. However, in disciplinary cases, awards shall be issued within 48 hours with an opinion to follow.

11. Arbitrators are to be instructed to issue succinct decisions in all cases, attempting, wherever possible, to limit study and writing time to one-half (1/2) day.

12. The parties shall designate a panel of six (6) arbitrators who shall hear cases arising under Article X section 9 of the Agreement.

13. Exhibit G hereto shall apply with respect to arbitrations of residual classifications.

14. Voluntary Arbitration Project:

In order to reduce the delay and cost of arbitrations, the parties agree to establish a pilot project, which shall apply only to discipline cases. A Committee shall be appointed by the parties, consisting of equal numbers (see c, below), which shall establish appropriate rules and procedures, which shall include the following provisions:

- a. Employers may join the program on a voluntary basis.
- b. An administrator shall be appointed and his or her salary and all administrative expenses will be paid by the P&P Fund.
- c. A group of arbitrators shall be selected by B. McIver, D. Rivera, B. Paterson and E. Silver. Fixed dates each month shall be set aside by said arbitrators to hear such grievances.
- d. It is the intention of the Union and the Employer and the Employers who participate to have these cases heard and decided on an expedited basis. If possible, hearings shall be concluded in one day, except where the parties or the arbitrator decide an additional day or days is required. In no event shall the Union or an Employer be deprived of the opportunity to present pertinent testimony or other evidence which it deems necessary for the Arbitrator to render an appropriate award. The Arbitrator is empowered to decide any disputes concerning this issue.
- e. Employers who agree to participate in this program shall appoint senior representatives who will join George Gresham, Bruce McIver, Basil Paterson and Edward Silver in administering this program. For each such appointment, the Union shall appoint a counterpart representative from its staff.

f. Once the rules have been established and arbitrators selected, other (non-Employer) employers which contribute to the P&P Fund may join the program.

ARTICLE XXXIII  
Effect of Legislation - Separability

2/7/03 MK ✓

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXIV  
Child Care

P.S. 7/1/03  
A 7/1/03

Effective April 1, 2003 the Employer shall contribute to the 1199-Employer Child Care Fund at a rate of five-tenths percent (.5%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment, to provide child care and youth programs for 1199 members' children.

Effective January 1, 2003 all Child Care funds shall be commingled under terms approved by the Trustees.

ARTICLE XXXV  
Housing

or the rate when in effect as set by the Trustees of the Fund in accordance with present agreement (1%)  
P.S. 7/1/03  
A 7/1/03

The Employer agrees to support efforts to assist 1199 members in obtaining quality, affordable rental and ownership of housing. ~~As such, the Employer and the Union will establish a joint committee to study members' housing needs and work to develop programs and projects which meet these needs.~~

ARTICLE XXXVI  
Health and Safety

6-24-03 A 6/24/03  
P.S. 7/1/03

1. The Employer, the Union, and the individual Employee shall cooperate in encouraging the maintenance of a safe and healthy work place. The Employer shall comply with all Federal, State and local laws, including recently adopted OSHA pathogen standards. The

Union shall agree to cooperate in encouraging such rules as are necessary to comply with such laws.

2. The Employer shall provide safety and health training for all Employees on work time. Employees shall receive annually an updated training session. The Union health and safety department will work with the Employer on course content and determining the appropriate number of hours of training.

3. A Safety and Health Committee composed of an equal number of Union and the Employer representatives shall be formed to implement this Article. The Safety and Health Committee shall cooperate to investigate, identify and remove conditions which are hazardous to an Employee's safety and health. Depending on the size of the institution the Union representatives will vary from three (3) to six (6). Said committee may meet monthly. It is agreed that the Union's safety and health committee, and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and that the Union, Union safety and health committees, and their officers, Employees and agents shall not be liable for any work-connected injuries, disabilities or disease which may be incurred by Employees.

4. Employee members of the Union-Management Occupational Safety and Health Committee will be paid at their regular rate of pay for conducting inspections, or performing any other function designated by the Safety and Health Committee. Furthermore, an Employee who accompanies a Federal, State or local occupational safety and health inspector on an inspection tour will be paid at his/her regular rate of pay for this time.

5. In the event that any Employee shall be exposed to any communicable disease, the Employer agrees to promptly review proper procedures to be followed by Employees exposed to such communicable diseases.

6. Where an Employee comes in contact with blood and other body fluids as a result of his/her job duties, the Employer will provide Hepatitis B vaccine to the Employee at no cost to the Employee.

ARTICLE XXXVII  
Labor Management Committee

*[Handwritten signature]*  
*u/24/03 P.S.*

The parties support the establishment of a Labor/Management Committee to explore the issues surrounding the employment of 1199 employees in the institutions. The Employer agrees to release, with pay, 2 members of the committee to attend these meetings.

ARTICLE XXXVIII  
P&P FUND

*2/1/03 P.F. 7/1/03*

1. The Union and the League have established the 1199 Hospital Employer Health Care Industry Planning and Placement Fund, Inc. (P&P Fund), a Labor-Management Cooperation Act corporation which, consistent with its certificate of incorporation, shall create and operate a Labor Management Planning Program and a Joint Employment Service (See Article VI).

(a) The Labor Management Planning Program ("LMPP") shall:

(i) collect information on job trends and emerging workforce skills, including new job classifications, which affect Union members and the health care industry in general.

(ii) provide training facilitation and funding for training and facilitation to the members on the Local Institution-based Labor/Management Committees and Subcommittees and CIPC.

(iii) provide information and support to CIPC.

(iv) provide administrative support to the CIPC in connection with the fulfillment of the CIPC's goals under the MOA.

(b) The Joint Employment Service shall:

(i) provide job placement and referral services (without a fee) to Employers and to individuals seeking employment in the health care industry.

(ii) assist Employers by recruiting and testing applicants for jobs in the health care industry.

(iii) maintain a computerized bank of prospective employees in the health care industry.

2. For the contract period January 1, 2003 through April 30, 2005, the P&P Fund shall be financed by a diversion of contributions

which would otherwise be due and owing to the NPF in an amount to be agreed upon by the Employer and the Union, as provided in Article XXIV, paragraph 1(c)(i), above, together with such other amounts as may be required under the terms of any supplemental agreements between 1199 and the Employer.

ARTICLE XXXIX

Effective Dates and Durations

1. This Agreement shall be in full force and effect for the period commencing 6/1/03 and ending 12/31/07.

2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and Community Hospital at Dobbs Ferry have executed this Agreement this 1 day of July, 2003. \*\*\*\*\*7

NEW YORK'S HEALTH & HUMAN SERVICE UNION  
1199/SEIU, AFL-CIO

By: *Cheryl Hunt* 7-1-03  
*Pat [unclear]* 7/1/03  
*Maria Kercado V.P.* 7/1/03  
ORGANIZER  
*Diana Townsend* 7/1/03  
COMMUNITY HOSPITAL AT DOBBS FERRY

By:

*Donna L. [unclear]* 7/1/03

\*\*\*\*\* This Agreement incorporates the provisions of the Memorandum of Agreement dated January 10, 2002. \*\*\*\*\*

EXHIBIT A

*R.P.J.*  
*7/1/03*      *7/1/03*

**DUES CHECK OFF AUTHORIZATION**

**TO:** \_\_\_\_\_

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by New York's Health & Human Service Union 1199 / SEIU, AFL-CIO as a condition of my membership; and in addition thereto, to deduct my membership dues from my wages or salary; and in addition thereto, to deduct each month an amount equal to monthly membership dues to be applied to past unpaid dues until the entire amount of unpaid past dues has been deducted and paid; and to remit all such deductions to New York's Health & Human Service Union 1199 / SEIU, AFL-CIO, 310 West 43rd Street, New York, NY 10036, no later than the tenth day of each month immediately following the date of deduction, or pursuant to the date provided in the Collective Bargaining Agreement.

This deduction is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless I give written notice of the revocation of this authorization addressed to the 1199 / SEIU Dues and Membership Department at 310 West 43rd Street, New York, NY 10036.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address : \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Date given to employer: \_\_\_\_\_

EXHIBIT *B* *M* *1/13* *PA*

LOCAL 1199 CREDIT UNION CHECK-OFF AUTHORIZATION

Local 1199 Credit Union  
CHECK-OFF AUTHORIZATION

Effective Date \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ \_\_\_\_\_ each pay period and to remit such deductions to the Local 1199 Credit Union, no later than the 10th day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to Local 1199 Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the Local 1199 Credit Union doing business in New York and in such latter event the same shall be in full force and effect until the loan from the Local 1199 Credit Union has been paid in full.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Home \_\_\_\_\_

Address \_\_\_\_\_  
Number Street City/Town State Zip

Employed At: \_\_\_\_\_

Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

79

EXHIBIT C

P. J.  
7/1/03  
R

POLITICAL ACTION FUND  
CHECK OFF AUTHORIZATION

TO: \_\_\_\_\_

I hereby authorize New York's Health & Human Service Union 1199 / SEIU, AFL-CIO , to file this payroll deduction form on my behalf with my employer to withhold  \$5.00 per month or  \$\_\_\_\_\_ per month and forward that amount to the 1199 / SEIU Political Action Fund, 310 West 43rd Street, New York, N 10036. This authorization is made voluntarily based on my specific understanding that:

1. The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any Union;
- 2..I may refuse to contribute without any reprisal;
3. The \$5.00 monthly contribution is only a suggestion, and I may contribute more or less without fear of favor or disadvantage from 1199 / SEIU or my Employer; and
4. The 1199 / SEIU Political Action Fund uses the money it receives for political purposes, including but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local office and addressing political issues of public importance.

This authorization shall remain in full force and effect until revoked by me in writing.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Address : \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_

Date given to employer: \_\_\_\_\_

2 P.F. 7/1/03

STIPULATION I

The bargaining unit(s) covered by 1199 in \_\_\_\_\_  
\_\_\_\_\_ referred to in Article I of the  
Collective Bargaining Agreement between 1199 and ~~orange Regional~~  
Medical Center: DFCH

**MANAGEMENT PROPOSAL JULY 1, 2003**

Salary increases & Funds effective in the pay period containing:

Duration: 6/01/03 to 12/31/07

	1-Jun-03 3.00%	31-Dec-03 none	1-Jun-04 3.00%	31-Dec-04 none	31-Dec-05 3.00%	31-Dec-06 3.00% Gen Adj.	Base Rate
<b>SERVICE</b>							
Maintenance Assistants, dietary aides	Current \$8.00	\$9.75	\$10.50	\$11.25	\$12.86	\$13.25	\$13.25
Switchboard/Admitting	\$8.50	\$10.25	\$11.00	\$11.75	\$12.86	\$13.25	\$13.25
Unit Clerks Receptionist	\$8.89	\$10.25	\$11.00	\$11.75	\$12.86	\$13.25	\$13.25
Cooks	\$12.00	\$12.61	\$13.51		\$14.41	\$15.31	\$15.31
Nursing Asst CSR Asst	\$8.88	\$10.25	\$11.00	\$11.75	\$12.86	\$13.25	\$13.25
Nursing Technicians	\$12.00	\$12.25	\$12.60		\$13.10	\$13.75	\$13.75
Job securit Health T/U Pension Child Care	6/24/2003 05/30/08 05/30/08 05/30/08 05/30/08 05/30/08	1199 counter 01/01/04 06/01/05 01/01/05 06/01/06 05/01/06	7/1/2003 1/1/2004 12/31/2006 * 6/1/2006 * 12/31/2007 6/1/2007				
			Current Contributions	Suspended		6/30/2003	

\*Employor will continue to provide tuition reimbursement and health benefits under its current practise until 1199 plans become effective

# STIPULATION II

OK  
7/1/03  
P. D. 7/1/03

Salary Increases effective in the pay period containing:

Duration: 6/01/03 to 12/31/07

	1-Jun-03 3.00%	31-Dec-03 none	1-Jun-04 3.00%	31-Dec-04 none	31-Dec-05 3.00%	31-Dec-06 3.00%	Gen Adj.	Base Rate
SERVICE								
Maintenance Assistants, dietary aides	\$9.00	\$9.75	\$10.50	\$11.25	\$12.86	\$13.25		\$13.25
Switchboard/Admitting	\$9.50	\$10.25	\$11.00	\$11.75	\$12.86	\$13.25		\$13.25
Unit Clerks Receptionist	\$9.50	\$10.25	\$11.00	\$11.75	\$12.86	\$13.25		\$13.25
Cooks	\$12.61		\$13.51		\$14.41	\$15.31		\$15.31
Nursing Asst CSR Asst	\$9.50	\$10.25	\$11.00	\$11.75	\$12.86	\$13.25		\$13.25
Nursing Technicians	\$12.25		\$12.60		\$13.10	\$13.75		\$13.75

OR

STIPULATION II

MINIMUM RATES AND HOURS OF WORK

UNIFORM JOB TITLES & RATES

NON-UNIFORM JOB TITLES & RATES

STIPULATION III

*R*  
*7/1/03*  
*P. J.* *7/1/03.*

PAST PRACTICES

The past practices referred to in Article XX are:

1. Free Parking: 1199 members shall continue to enjoy free parking in the same fashion as all other employees.
2. Free Meals: 1199 members in the Dietary Department shall continue to enjoy free meals.
3. Direct Deposit of Pay Checks: The Employer shall continue to provide direct deposit for 1199 members.
4. Check-off Deductions: The Employer shall continue to provide check-off deductions for 1199 members who wish to continue their 403B contributions.

PL/S/pastp/js

83

STIPULATION III

HOSPITAL: \_\_\_\_\_

PAST PRACTICES

The past practices referred to in Article XX are:

(3)

§3

STIPULATION IV

HOSPITAL: \_\_\_\_\_

HOLIDAYS

Legal Holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

*R.P.D.*  
*7/1/02*

Other Holidays or Personal Days

*4 R P.D. 7/1/02*

*Exhibit D*  
*P.S. 12/1/03*

The Employers' current policies for Holiday, Vacation & Personal Time (as part of Employee Benefit Time) will remain in effect until January 1, 2004

**VACATION ENTITLEMENTS (As part of Employee Benefit Time)  
SERVICE & CLERICAL EMPLOYEES**

Effective January 1, 2004:

Full-time Employees shall accrue two weeks per year, effective on their date of hire.

Effective with the pay period coinciding with the employee's fifth anniversary date, Full-time employees will begin to accrue three-(3) week's vacation.

Effective with the pay period coinciding with the employee's tenth anniversary date, full-time employees will begin to accrue four weeks vacation.

**PERSONAL AND HOLIDAY TIME:**

Effective January 1, 2004

Full-time employees will accrue four (4) personal days per year.  
Columbus Day will cease to be recognized as a Hospital Holiday.  
The Hospital will recognize New Year's Day, Martin Luther King's Birthday, President's Day, Memorial day, Fourth of July, Labor Day, Thanksgiving & Christmas as Holidays.,

Vacation, Personal Time & Holiday Time will be prorated for employee who work at least 40 hours bi-weekly, but less than 75 hours bi-weekly. Employees who work less than 40 hours bi-weekly, are not eligible for paid time off.

*85*

Your Paid Time Off =

*Effective 1/04  
(per pd)*

# Employee Benefit time



## (EBT)



You are entitled to (per year):

	Weeks	Days	Hours
Vacation	2	10	75
Holidays		8	60
Personal Time		4	30
<b>Total</b>		<b>22</b>	<b>165</b>

*(16)*

You are paid bi-weekly, 26 times per year

Every pay period you earn 6.34 hours of Employee Benefit Time

At the end of the year (December), you can carry no more than 90 hours forward

If you work part time, EBT is earned based on the hours you work.

Effective  
1/1/04  
Pay Period 2004

# Your Paid Time Off = Employee Benefit time



## (EBT)

You are entitled to (per year):

	Weeks	Days	Hours
Vacation	3	15	112.5
Holidays		8	60
Personal Time		4	30
<b>Total</b>		<b>27</b>	<b>202.5</b>

(S)

You are paid bi-weekly, 26 times per year

Every pay period you earn 7.78 hours of Employee Benefit Time

At the end of the year (December), you can carry no more than 127.5 hours forward

If you work part time, EBT is earned based on the hours you work.

Effective:

January  
Period  
2004

88

# Your Paid Time Off = Employee Benefit time



## (EBT)

You are entitled to (per year):

	Weeks	Days	Hours
Vacation	4	20	150
Holidays		8	60
Personal Time		4	30
<b>Total</b>		<b>32</b>	<b>240</b>

You are paid bi-weekly, 26 times per year

Every pay period you earn 9.23 hours of Employee Benefit Time

At the end of the year (December), you can carry no more than 165.00 hours forward

If you work part time, EBT is earned based on the hours you work.

Exhibit E

A  
2/11/03

Shift Differentials

	Evenings	Nights
FACILITIES MAINTENANCE ASST.	0.45	
UNIT SECRETARY	0.65	
NURSING ASSISTANT	0.65	0.90

The employer shall maintain  
the above mentioned rates  
for the life of the agreement

A 7/11/03

P 7/11/03

(89)

P.F. 7/1/03  
R  
7/1/03

Exhibit F

1. Mandatory Mail Order for Maintenance Prescription Drugs

This program requires active & retired members who use certain prescription drugs on a regular & long term basis to have those prescriptions filled, by mail, through the NBF pharmacy benefit manager, Advance PCS, Inc. This program will relieve some members of the need to constantly reorder the drug and to travel unnecessarily. It will help the NBF save resources by purchasing in bulk.

2. Full Formulary Program

The mandatory full formulary program will be administered through the NBF by its Pharmacy Benefit Manager Advance PCS, Inc. Among the programs are the following:

- i) Preferred Class. This program works like the NBF's mandatory generic program. If a member chooses a preferred drug, they will have no out-of-pocket expense. If they choose a non-preferred drug, they must pay the difference in cost.
- ii) Class Closure. The Cox 2 class of drugs includes two drugs: Vioxx and Celebrex which most doctors consider equally effective. The NBF will cover only Vioxx. Again, if a member fills a prescription with Celebrex, the pharmacy will contact the doctor to change the prescription to Vioxx. If the member chooses Celebrex, the member is responsible for the full cost of the prescription.
- iii) Class Elimination. The NBF is no longer providing

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drug benefits in the non-sedating anti-histamine class. This includes Claritin, Allegra, and Zyrtec. Members have available effective over-the-counter drugs, e.g. chlortrimetron.

- iv) Drug Elimination. Migraine medications which are in excess of FDA guidelines for strength, quantity and duration are eliminated.

In the above programs, the first concern of the NBF is the members' health and welfare. The three programs have been carefully designed to maximize this result. The intervention of a doctor may allow very limited exceptions.

### 3. Mandatory Medicare Risk HMO

A mandatory Medicare risk HMO for retirees (currently those in the Health First coverage area of Greater New York). The program will provide full hospital medical, drug, eyeglasses and a limited dental benefit. The effective date is April 1, 2002. The program will allow for hardship exemption. It is estimated that in the first year, twenty five percent of the retirees in the coverage area will remain with their current coverage.

The Employer and the Union will use their best efforts to add additional networks.

It is the intention of 1199 and the LVHH to maintain and improve the NBF's programs. These and other adjustments are needed to preserve the resources of the NBF to provide its comprehensive health coverage in the face of rising health care costs. The estimated savings from these three and other initiatives are approximately \$20 million in fiscal year 2003; \$24 million in fiscal year 2004; and \$28 million in fiscal year 2005.

86(91)

Human Resources  
Community Hospital at Dobbs Ferry  
128 Ashford Avenue  
Dobbs Ferry, New York

July 1, 2003

Re: Omissions

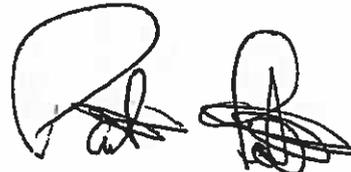
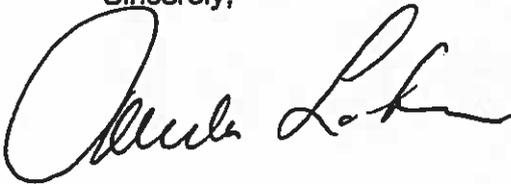
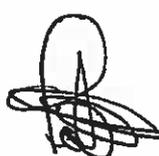
Dear Mr. Forde:

At the conclusion of negotiations there were items that both parties had agreed to but were omitted from the agreement. These items are:

1. The suspension of current matching pension contributions from Community Hospital at Dobbs Ferry on July 1, 2003 .
2. Freezing the payroll contributions paid by employees for health benefits at current rates until 1199 National Benefit Funds becomes effective.
3. The internal equity adjustments (retroactive to June 1, 2003) in lieu of base rate change or general adjustment for:  
Armah, Nathan to \$17.32  
Lupica, Maria to \$10.579  
Iwaneczko, Barbara \$10.075

Signing below indicates that both parties have reviewed and agreed that these were the omissions.

Sincerely,

  
  
7/1/03

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Page 2 of 2

The purpose of this document is to provide information regarding the Community Development Finance Fund. This document is intended for informational purposes only.

1. The purpose of the Community Development Finance Fund is to provide financing for the development of affordable housing and other community development projects.
2. The fund is established under the authority of the Community Development Finance Act, Chapter SPS 10.01, Wisconsin Statutes.
3. The fund is managed by the Community Development Finance Fund Board of Directors.

For more information, please contact the Community Development Finance Fund Board of Directors.

  
[Name]

  
[Name]