

ST. JOHN'S RIVERSIDE HOSPITAL
YONKERS, NEW YORK 10701

ANDRUS PAVILION

LOCAL 1199

CONTRACT

AGREEMENT made and entered into this 11th day of July, 2000, by and between St. John's Riverside Hospital, with its offices at 967 North Broadway, Yonkers, New York 10701 (hereinafter called the "Employer"), and NEW YORK'S HEALTH AND 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:

Amended on 7/12/00

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

F 1125

T. JOHN'S RIVERSIDE HOSPITAL

Employer

and

1199 NATIONAL HEALTH AND HUMAN SERVICE
EMPLOYEES UNION, SEIU, AFL-CIO

Petitioner

TYPE OF ELECTION

(CHECK ONE)

- CONSENT
- STIPULATED
- RD DIRECTED
- BOARD DIRECTED

(ALSO CHECK BOX
BELOW WHEN APPROPRIATE)

8(b)(7)

CASE 2-RC-22159

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots have been cast for 1199 NATIONAL HEALTH AND HUMAN SERVICE EMPLOYEES UNION, SEIU, AFL-CIO and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit.

UNIT: INCLUDED: All full-time and regular part-time (including per diems) non-professional service employees, including nursing assistants, wound care assistants, nursing technicians, unit clerks/secretaries, EEG/EKG technicians, phlebotomists, pharmacy technicians, pharmacy clerks, pharmacy dispensing aides, pharmacy secretaries, environmental service aides, laundry aides, steam tunnel operators, cooks, junior cooks, cooks' helpers, dietary aides, dietary clerks, food service workers, dietary cashiers, transporters/messengers, printers/print shop clerks, medical secretaries, file clerks, clerk typists, data entry records clerks, rehabilitation aides, darkroom technicians, materials handling clerks, respiratory equipment aides, purchasing clerks, central supply aides, and groundskeepers employed by the Employer at its facility located at 967 North Broadway, Yonkers, New York.

EXCLUDED: All other employees, including library assistants, business office clericals, and guards, professional employees and supervisors, as defined in the Act.

Daniel Schwerman

Signed at New York, New York

On the 14th day of January 2000

Regional Director, Region 2
National Labor Relations Board

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.

(b) Excluded from each of the aforesaid bargaining units are supervisory, confidential, executive and managerial employees, physicians, dentists, registered nurses, 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. 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.

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, and legal direction and control within the five (5) boroughs of New York City, Nassau, Suffolk, Westchester, Rockland, Orange, Dutchess, Ulster, Sullivan, and Green Counties. 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 five boroughs of New York City, Nassau, Suffolk, Westchester, Rockland, Orange, Dutchess, Ulster, Sullivan, and Green counties.

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.

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.

6. The Employer shall prorate paid benefits (i.e., paid: Employee Benefit Time, sick leave, leave for death in the family and paternity leave) based on the average number of hours actually worked. Computations shall be made bi-weekly. Part-time Employees shall not accrue benefits which are greater than those 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. In any organizing campaign, the parties agree to adhere to the guidelines attached as Exhibit A hereto.

ARTICLE II Union Security

1. All Employees on the active payroll as of July 1, 2000, 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 July 1, 2000 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 July 1, 2000, 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

1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit 1, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee as fixed by the Union. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of the Employees for the preceding month, together with a list of all these Employees and their deductions.

Such lists shall include, for each Employee, the Employee's name, job classification, social security number, hours of work, regular pay, and overtime pay. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

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 the amount stated by the Union as unpaid dues and/or initiation fees as follows:

(a) Once a year the Union may supply the Employer with two copies of a report ("Annual Dues Report") upon which the hospital may rely as correctly stating the amount of unpaid dues owed by Employees pursuant to a previously executed authorization form (Exhibit A), and may request that the Employer deduct said amount(s) from the wages due such Employees.

(b) Every six months the Union may supply the Employer with two copies of a report (Six Month Report") listing those Employees for whom no dues and/or initiation fees have been paid pursuant to a previously executed authorization form (Exhibit 1) and may request that the Employer deduct said amount(s) from the wages due such Employees.

(c) Along with the Annual Dues Report, the Union will supply the Employer with three copies of individually addressed letters to each Employee listed thereon describing the Union dues policy, the amount of unpaid dues and/or initiation fee, the period to which the unpaid amount relates, the procedure (as set forth herein) for deducting such amount and advising the Employee to direct all questions concerning the matter to the Union.

(d) The Annual Dues Report, Six Month Report and accompanying letters to individual Employees must be in a form and contain all the information agreed to by the Employer and the Union including, but not limited to, the following information for the period covered by the Report: name, social security number, job classification, amount of latest dues payment, year(s) and month(s) of any dues discrepancy, average regular weekly pay for such

period(s) and the dues paid, dues owed and the difference between the amount(s) paid and owed. To the extent possible, neither Report will contain information for Employees who have terminated prior to the issuance of such Report. (e) Annual Dues Reports will cover dues payable based on wages earned during twelve month periods ending on June 30th of each year; Six Month Reports will cover dues and/or initiation fees payable based on wages earned during six month periods ending on June 30th and December 31st of each year. The foregoing dates and periods shall apply to all Employers irrespective of individual contract anniversary dates.

(f) The Employer shall deduct such unpaid dues and/or initiation fees monthly. Deductions shall be made only from the wages of Employees for whom the Employer has a current check-off authorization (Exhibit 1). The number of monthly deductions will vary depending upon the unpaid dues amount as follows:

<u>Amount Unpaid</u>	<u>Number and Amount of Monthly Deductions</u>
less than \$50	One deduction - entire amount
from \$50 - \$100	Two deductions - first deduction \$50, second deduction-entire balance due
\$100 and above	Three deductions - first two of \$50 each, third-entire balance due

Such deductions and payments to the Union will be made as follows:

(i) If the Report is received by the Employer on the first through the fourteenth day of a month, the payment to the Union of the first round of deductions will be made no later than sixty days following the end of the month in which the Report is received. The second and third payments, if necessary, will be made by the end of the following two consecutive months respectively.

(ii) If the Report is received on the fifteenth through the thirty-first day of a month, the payment to the Union of the first round of deductions will be made no later than ninety days following the end of the month in which the Report is received. The second and third payments, if necessary, will be made by the end of the following two consecutive months respectively.

(g) The Employer will not be required to attempt to recover unpaid dues or initiation fees for Employees who have terminated.

(h) The Agreement by the Employer hereunder to check-off dues in accordance with the Union's interpretation of the term Aregular pay, is pursuant to its Constitution and Bylaws is without prejudice to the Employer with respect to the meaning and interpretation of the term "regular pay" as it is defined and applied pursuant to the terms and provisions of this Agreement.

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 2, 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 to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Employer wherever feasible. The Employer shall use its best efforts to submit Credit Union deductions to the Credit Union within two (2) weeks of said deductions.

5. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit 3, 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 Political Action Fund as the Employee's voluntary contribution to said Fund.

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, 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 Employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

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

deductions.

8. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

9. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

10. 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. It is specifically agreed that the Employer assumes no obligation, financial or otherwise as a result of compliance with this provision.

11. 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 proceedings by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Employer(s) arising from deductions made 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.

ARTICLE IV

No Discrimination

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 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.

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. The Union will provide a listing of its representatives, including delegates, to the Employer and annually thereafter. In the event the Union changes its representatives, the Union promptly shall notify in writing the Employer of such change.

6. Delegates are entitled to one hour release time, with pay, once a month to attend delegate meetings at their institution.

7. The Employer shall release one rank-and file member with pay, two (2) days per month to attend Executive Council meetings

ARTICLE VI

Joint Employment Service

1. The Joint Employment Service (AServices) will be the sole source of referrals for all 1199 bargaining unit jobs for a seven (7) day period. This service will include referrals of agency and per diem workers. 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.

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, including temporary and part-time vacancies and positions for which its laid off Employees may be eligible for recall, and shall afford 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, 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 in the

*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 para. 7, below.

health care industry.

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 work week 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 full-time 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. The probationary period for a part-time Employee shall be five (5) months.

4. 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.

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 (AJSF 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 Employee Benefit Time (E.B.T.) 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 Employee Benefit Time (E.B.T.) 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.

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;*
- 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
- e. Utilize the Joint Employment Service's short term referral program (Article VI, section 6, above),

*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.

if established, which shall provide staff for short-term need at competitive rates;

- f. Offer overtime to incumbent Employees if practicable.

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

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

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 twelve (12) 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 (ii) the length of an Employee's continuous employment, if the Employee is recalled into employment or placed by the JSF; and during a sick leave of up to twenty-four (24) months.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification.

(d) Temporary Employees, as defined in Article VIII, shall have no seniority during the first three (3) months they occupy the status of temporary Employees, but if employed longer than three (3) months or should any temporary Employee become a permanent Employee, then his/her seniority shall be retroactive to the date of employment, except as otherwise provided in Section 4(c) hereof.

(e) Part-time Employees who are regularly scheduled to work three-fifths (3/5) or more of the regular work week applicable to his/her job classification shall accrue seniority in accordance

with the following formula:

Length of Service X Straight time hours paid
Number of hours constituting the
regular work week

For purposes of computing Employee Benefit Time (E.B.T.) entitlement, however, all part-time Employees shall accrue seniority as set forth in (a), (b) and (c) above.

3. Loss of Seniority.

An Employee's seniority shall be lost when he/she:

(a) Terminates voluntarily.

(b) Is discharged for cause.

(c) Wilfully exceeds an official leave of absence.

(d) Is laid off for (i) a period of twelve (12) consecutive months (or the period of JSF benefits if longer than 12 months) or (ii) a period exceeding the length of the Employee's continuous service, whichever is less.

(e) Fails to return to work on a recall from layoff, within a reasonable time after the Employer has sent notice to him/her to return by letter or telegram to the last address furnished to the Employer by the Employee, unless the Employee has a valid reason for inability to respond.

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.

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 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 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 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 may 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 Employee under consideration for such vacancy, be deemed a 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 may 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

1. All regular full-time and part-time Employees who were employed as of July 1, 1997 shall not be laid-off during the term of this Agreement. This provision shall not apply in the event that the institution is closed.

2. 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 (the previous year) nor shall the Employee's current hourly rate, as modified by Article X Sections 1(a) and (b) (Wage Increases) be reduced.

3. In the event that the institution is faced with a severe economic downturn placing the 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 an Arbitrator. In such event, the laid off Employees shall be covered by all of the provisions of the Job Security Fund.

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

5. 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 (and the JSF one year extension of benefits based on JSF certification of eligibility) 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.

(i) If there is an available vacant position^{***} 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.

6. 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:

(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.

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

(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:

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) B- 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. Effective as of July 1, 2000 the Employer shall 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, including:

(a) the 1199/Hospital League/Health Care Industry Job Security Fund, (b) The Hospital League/1199 Training & Upgrading Fund, and (c) the 1199 Hospital League Health Care Industry, Planning & Placement Fund Inc (see side letter). The parties hereby agree to be bound by the terms and conditions, to fulfill reciprocal vacancy placement obligations, and to provide the benefits set forth in all applicable sections of the 1199-League Memorandum of Agreement dated June 20, 1998 and of the 1199-League Memorandum of Agreement dated September 17, 1994, and Articles IXA, XXII and XXV of the 1992-1995 1199-League collective bargaining agreement, as thereafter interpreted and modified by 1199 and the League. The parties also expressly agree to be bound by any contribution reallocation or diversion instructions and formulas agreed to between 1199 and the League affecting payments due to the Job Security Fund, the Training and Upgrading Fund (where applicable to this Hospital), the Placement and Planning Fund including the making of ongoing contributions to the Master Fund Account and, diverting Pension Fund contributions (where applicable to this Hospital), to the Program; provided the reallocation or diversion of contribution from one fund to another shall not result in an increase in the total contribution required to be paid by the Employer, to all such funds.

2. In the event that a layoff cannot be avoided, this

program is intended to assist the institution in retaining trained Employees within the member institutions regardless of the circumstance of any particular member. 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.

Part-time Employees who have completed their probationary upon satisfaction of all the conditions set forth at subsection (6)(a) of this Article IXA(B).

(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 July 1, 2000 the Employer shall make a 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.

(b) If the Fund balance reaches a five million dollar level for League 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.

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

(c) During the notice period, the Employer 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 member institution, and the JSF has so advised other member 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

****This provision shall be suspended for the duration of this agreement (July 1, 1998 through October 31, 2001).

placed. If more than one Employee selects a job, Employees shall be placed in seniority order.

(e) Employees who are placed in another member 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 up to one (1) year (or the period of extended JSF participation if longer than twelve (12) months), but not to exceed the period of the Employee's continuous employment.

(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 reemployable in an appropriate job.

(k) It is the intent of the job security program to 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) The Union and the Employer will seek the assistance of the New York State Departments of Labor and Health, the New York City Department of Employment and the US Department of Labor to help fund the education and training and re-training components of the Job Security Program.

(r) Other 1199 Employers may join the program if they agree to the above conditions subject to the approval of the League and the Union.

(s) Anything to the contrary herein notwithstanding, for purposes of the mandatory placement provisions of this Article only, the terms Amember institution, ≡ Ainstitution, ≡ ALeague institutions ≡ or Aemployers ≡ 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 League 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), provided that the maximum period of time for which any covered employee may receive JSF payments and benefits is one year, provided a participant in the JSF shall, upon certification by the Executive Director of the JSF, have his/her participation in the JSF extended up to one (1) additional year (for a two (2) year maximum) unless he/she fails to pursue JSF referrals, refuses to enroll in JSF recommended training, or turns down appropriate job offers, at which time

Executive Director may terminate benefits, but in no event will an Employee receive JSF payments and benefits for longer than the period the covered Employee has been employed.

(1) 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

Average weekly pay	Weekly Amount of SUB (While NYS Unemployment Ins. payments are being received)	Weekly Amount of SUB (After NYS Unemployment Ins. payments cease)
less than \$600	\$ 75	\$225
\$600 but less \$750	\$100	\$250
\$750 or more	\$125	\$275

(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:

Average weekly pay

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 exceeds the full-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 first year of layoff unless extended, for up to one (1) additional year, 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) Administration of Job Security Fund

(i) The Trustees of the JSF, in addition to the monies 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.

(ii) The JSF shall set up a completely separate job security program for other employers who agree to contribute to the JSF, provided there is a total and complete legal segregation of funds and entitlement to monetary and other job security benefits to be provided or administered by the JSF.

(iii) The League shall be entitled to designate nine (9) JSF trustees, two (2) of whom will be from Employers who are not members of the League but are in the League Pool of the JSF and one of whom shall be from the Archdiocese. Other employers who are not in the League Pool will have the right to elect up to two trustees with authority limited to dealing with the benefits to be provided to

Employees of such other employers. The Union shall be entitled to designate nine (9) trustees to correspond to the nine (9) designated by the League, and two (2) trustees to correspond to the two (2) designated by other employers.

(c) 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 Member 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 Member 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) JSF job classification groupings shall apply to all Employers for job security fund purposes.

3 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.

- 3 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.

The League and the Union agree to meet to prepare appropriate modifications to the above JSF lists.

(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 other job classification has since been materially modified in a way that renders the prior grouping inappropriate. These groupings shall be memorialized in writing on an institution by institution basis.

(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 agree to use the arbitrator designated by the Union and the League to resolve disputes, on an expedited basis, grieving alleged violations of the "mandatory match" provisions of the Job Security Fund Article, and further agree to be bound by the following procedure for such cases:

If an individual is referred by the Job Security Fund pursuant to Article IXA, and rejected for employment by the employer, and if a challenge to the rejection is filed by the Union in writing with the Personnel Director or Administrator of the employer, or his/her designee, the employer will review its decision within five (5) business days of receipt of that challenge ("the Review Period"). If the matter is not resolved within that time period, it may be referred by the Union to the mandatory match arbitrator who will hear the matter on the next scheduled hearing date, but not later than fifteen (15) calendar days after the Union submits it to arbitration. The arbitrator will, if possible, decide the issue upon the close of the hearing. In no event shall the award be rendered later than the forty-eight (48) hours thereafter as set forth in the Memorandum of Agreement.

It is our intention that these hearings will be handled expeditiously, and the parties are encouraged to be represented by those with relevant information, rather than by legal representatives. Unless approved by the arbitrator, the presentations should normally be limited to one hour per side and the parties will not file briefs or otherwise delay the resolution of these issues.

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 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

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

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 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 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 to CIPC which will hear, decide or arbitrate the case in accordance with the CIPC rules and timetable. 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*****

Notifyee

Time Allowed

Substance

All hospitals

3 working days from receipt of layoff notice from an Employer

All laid off Employees and their job classifications¹

JSF

1 working day following (A) or availability of vacancy²

All vacancies in job classification and previously grouped other jobs available to JSF placements

*****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.

	Layoffees		2 working days following (B)	Make contact counsel
(D)	Layoffees	JSF	2 working days following (C)	Employee must make job selection ³
		Specific selected hospital	1 working day from (B)	Notify hospital of available referral; an interview shall be conducted within the following 2 working days
(F)	Hospital	JSF	1 working day from completion of (E)	Selection/rejection of referral ⁴
(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
(I)		All	1 working	Follow steps

JSF

hospitals

day
following
(H)

in A-G above,
unless
termination
was for cause
other than
ability to
perform.

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

²From 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.

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

⁴E.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

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

1. Wage Increases

Agreed upon non-Registered Nurse categories shall receive increases to bring them to the League rates existing as of July 1, 2000 in accordance with the following schedule and as reflected in Stipulation II.

- a) Effective at the beginning of the payroll period closest to July 1, 2000 and on the payroll period beginning closest to September 1, in 2001, 2002, 2003, and 2004, employees earning less than \$4.00 an hour from the League rate for their category (see Stipulation II) shall receive 3% or 1/5 of the difference between employee's current hourly rate, exclusive of shift and specialty differentials, and the League rate, whichever is greater.
- b) Effective at the beginning of the payroll period closest to July 1, 2000 and on the payroll period beginning closest to September 1, in 2001, 2002, 2003, 2004, and 2005 employees earning a rate more than \$4.00 an hour less than the League rate for their category (see Stipulation II) shall receive 3% or 1/6 of the difference between employee's current rate and League rate, whichever is greater, except the 3% shall not apply in 2005. Titles to go to four (4) year rate as follows-Senior Cat Scan Technician, Registered Respiratory Therapist, Radiology Technician.

2. Minimum Rates of Pay

The full-time minimum weekly rates including step minimum rates for all job classifications shall be set forth in Stipulation III.

3. 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, after a total of five (5) days work in such higher classification in each contract year.

4. 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.

5. 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.

6. Social Workers who are required to use their own automobiles in the performance of their duties shall receive not less than the mileage allowance provided to other Employees of the Employer.

7. (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 XLIII(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.

8. Employees shall receive pay checks during their regular work shift on pay day.

ARTICLE XI

Hours

1. The regular work week for all full-time Employees shall consist of the number of hours per week regularly worked by such Employees as of July 1, 2000. The regular work week for part-time Employees shall not exceed five (5) days. Such hours, not to exceed thirty-seven and one-half (37.5) per week, shall be specified in a stipulation (Stipulation II) between the Union and each Employer, to be annexed hereto. Employees shall receive two (2) days off in each full calendar week except in the event of overtime. The work week 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.

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 work week 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.

4. Technical Employees required by the Employer to be on-call shall receive \$3.75 an hour for each on-call hour, and Service and Maintenance Employees shall receive \$3.00 an hour for each on-call hour. Where An employee already regularly receives a higher on-call rate, he/she shall retain that higher rate. Employees on-call 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. If an Employee is called twice on the same day, the second call shall be treated as a new call.

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.

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).

10. Employees shall be entitled to flex shifts as provided in Exhibit B.

ARTICLE XII

1. Each Employer shall schedule each permanent full time Employee who is regularly scheduled to work five (5) days a week as follows:

- (a) Effective July 1, 2000 full-time Employees shall have a minimum of 24 week-ends off each contract year.
- (b) Effective July 1, 2001 full-time Employees shall have a minimum of 25 week-ends off each contract year.
- (c) Effective July 1, 2002 full-time Employees shall have a minimum of 26 week-ends off each contract year.
- (d) An Employee may agree to , with Union consent, or request another schedule of days off.

2. The term "weekend" shall mean Saturday and Sunday.

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.

3. Employees who, as of July 1, 2000, currently have more week-ends off shall maintain the number of week-ends off with guaranteed 26 week-ends with "bookends"

ARTICLE XIII

OVERTIME

1. Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of forty (40) hours per week.
2. The following paid absences shall be considered as time worked for the purposes of computing overtime: Employee Benefit Time (E.B.T.), jury duty days and condolence days. Paternity and marriage days shall be considered as time worked, effective October 31, 2004. Unpaid absences shall not be considered as time worked.
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) The 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 work week shall commence on Sunday and end on Saturday.
5. There shall be no pyramiding of overtime.

ARTICLE XIV
SHIFTS AND SHIFT DIFFERENTIALS

1. Employees shall receive shift differentials as provided in Exhibit C when working on shifts whose straight time hours end after seven (7:00) p.m. or begin prior to six (6:00) a.m.
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. Licensed Practical Nurses who are assigned by the Employer to "in charge" responsibilities shall receive a differential in a dollar amount equal to the RN in-charge differential at the institution.

5. There shall be no split shifts.

6. When floating within an institution from site to site, or from institution to institution, the employer shall first attempt to obtain volunteers. If no there are no volunteers, the Employer shall assign, if required on a rotating basis, the Employee on duty with the least seniority within a classification qualified to do the work. When an employee on duty is required to float to another, the Employer shall provide transportation. Travel time shall be considered as time worked. Except in an emergency, floating shall occur at the beginning of the shift. A float list is to be maintained on each unit and floating shall be assigned on an equitable basis, starting with the least senior.

7.

ARTICLE XV

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.

ARTICLE XVI

Sick Leave

1. Employees, after thirty (30) days employment, shall accrue from

date of hire 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 shall be entitled to accumulate all unused sick leave.

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. Once notice of resignation is given, the Employer may take reasonable steps to verify illness.

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 two (2) days of sick leave annually when necessary for family illnesses. Such absences shall be deducted from the Employee's two (2) 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 XVII
Paid Leave

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; spouse, child, brother, sister, grandparent or life partner^{*****}. Such

*****This provision shall not apply to an institution which has

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. Effective October 31, 2004 an Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of his/her marriage; such three (3) days must be taken consecutively.

3. Effective October 31, 2004 an Employee shall be paid at his regular pay for one (1) working day's absence when his wife has a baby.

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.

5. When an employee is exposed to or infected on the job by, including, but not limited to chicken pox, rubella, and other childhood diseases and required by the Hospital to take leave from the job, he/she be paid at his/her regular rate of pay, without charging it to sick or other leaves, for up to seven(7) calendar days. Thereafter, the Hospital shall pay sick leave to which the employee is entitled, according to the current disability section of the Agreement.

i) The above will not apply if an employee is not immune and refuses vaccine. If vaccine is contraindicated, verification is required.

ARTICLE XVIII

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

a religious objection.

physical disability, whichever is greater. The father 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 League/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 Employee Benefit Time (E.B.T.) 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

..... 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.

classification. As a condition of reinstatement following a 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. The amount of funds to be made available for this purpose shall be an equal amount per professional as for each RN. Absences pursuant to this provision are subject to the discretion of the department head concerned.

ARTICLE XIX
Past Practices

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

ARTICLE XX
Severance Pay

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 XXI
Training and Upgrading

1. The Employer shall continue its current contributions to its internal Training program. Effective December 31, 2000, The Employer will suspend its contributions to its internal Training program except as to Employees enrolled whose fall 2000 semester runs past January 1, 2001. Effective January 1, 2001 the Employer shall plan for and train adequate health personnel covered by this Agreement through the Hospital League/1199 Training and Upgrading Fund. The contribution to the Fund shall be an amount equal to one half percent (0.5%) 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.

^{.....}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.

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 League.

3. The Trustees of the Hospital League/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 XXII

Benefit Fund

1. The Employer shall continue to maintain its existing health coverage through August 31, 2000. Effective September 1, 2000 the Employer shall contribute to the 1199 National Benefit Fund for Health and Human Service Employees in an amount equal to 15.58% of gross payroll 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. Effective November 1, 2001 and for the duration of this Agreement the contribution rate shall be as provided for in the collective bargaining agreement then in effect between 1199 and The League of Voluntary Hospitals ("League CBA"), on the dates provided therein. Any more favorable NBF terms obtained in the League CBA then in effect during the life of this Agreement, shall apply here subject to NBF trustee approval.

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 League will request that the Trustees implement the cost containment measures discussed during the course of prior negotiations to provide for the more efficient and effective provision of benefits including steps which will result in increased use of panel physicians and dentists under current benefit schedules so that participant out of pocket costs are minimized. Such cost containment measures may include, but are not limited to: mandatory hospitalization utilization review, mandatory second surgical opinion, surgical procedures to be performed on an out-patient basis, extended coordination of benefits, individual case management, pre-admission testing, generic drug substitution and provider claim audits.

5. The Union and the League 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 League 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 League 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 League and 1199 dated June 28, 1994.

(c) The League and its member institutions agree:

- (i) To expand the NBF's preferred provider program the League 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.
- (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.

The following benefit increases shall be effective when the savings realized from the assumption of administrative functions previously provided by Blue Cross, and the revised prescription drug plan, are sufficient to offset the corresponding increases in benefit costs, but no later than October 1, 1998. The annualized cost of the benefit increases during the twelve (12) month period immediately following full implementation is estimated to be nine million dollars (\$9 million). The improvements include:

- (i) Comprehensive Dental Preferred Providers with no

maximum and no co-payments (Member Choice enrollees only)

(ii) Increase in lifetime maximum benefit payments from \$500,000 to \$1,000,000 (Member Choice enrollees only)

(iii) Increase Maximum Disability Schedule from \$325 to \$385 and an approximate 5% increase in all brackets

(iv) Mental Health allowances (Member Choice enrollees only)

	<u>Current Benefit</u>		<u>Proposed Benefit</u>	
	Member		Member	
	<u>Allowance</u>	<u>Cost</u>	<u>Allowance</u>	<u>Cost</u>
Psychiatrist	\$50	\$20	\$55	\$20
Psychologist	\$32	\$15	\$45	\$15
Social Worker	\$16	\$10	\$40	\$10

(v) Emergency room reimbursement - all inclusive

(vi) Vision Care Allowance from \$60 to \$75 (Member

(vii) Chiropractor - currently at \$17.50, increase

(viii) Regular NBF benefits to Disabled Retirees prior to Medicare eligibility (currently they receive only Hosp., Surgery)

(ix) Members retiring at age 60 or older with 10 or more years of service, to receive regular Retiree Health Benefits at age 65 (coordinated with Medicare)

(x) Continued retiree health coverage for spouse when member dies

(xi) Full Death Benefit for members hired after age 50

(f) In addition,

(i) The NBF shall also be amended, effective July 1, 1998, to provide that the benefits currently provided to Pension Plan participants retiring at age sixty two

(62) with twenty five (25) years of vesting service shall be provided to those retiring at age sixty two (62) with twenty (20) years of vesting service.

(ii) The NBF shall be amended to provide for benefit coverage for VEBIP participants as provided in Article XXIV below.

ARTICLE XXIII

Pension

1. The Hospital may suspend any contributions to its existing retirement and pension funds on behalf of bargaining unit employees. Effective October 1, 2004 the Employer shall contribute to the 1199 Health Care Employees Pension Fund ("PF" or "Fund") at a contribution rate as provided for in the League CBA then in effect. Any more favorable Pension Fund terms obtained by the League in the League CBA then in effect shall apply here subject to Pension Fund Trustee approval.

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.

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 XXIV

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

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, and XXXVII of this Agreement.

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 (12%) 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 herein above 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 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 Employer agrees to accept the Impartial Arbitrator selected by the Union and the League which shall expedite the selection of an arbitrator to fill the vacancy. If the Union and the League are unable to agree, such disputes shall be handled in accordance with Article XXXII until such time as the Union and the League 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 the costs of auditing such direct payments in the amount of 15% of such amount.

8. Each of the Funds shall be held and administered under the terms and provisions of an Agreement and Declaration of Trust, and any amendments thereof, which provides for equal representation by the Union and the employers contributing to that Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. Such Trust Agreement shall provide for bloc voting.

9. An independent audit of each Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

10. Employees elected or appointed as Trustees of the NBF, PF, TUF, JSF, P&P and Child Care Fund shall be released by the Employer without pay to attend scheduled meetings of the Trustees. The Employer will also make its best effort to release Employees elected or appointed to the Executive Council to attend scheduled meetings thereof. In both cases the Employees shall be released unless such release will unreasonably interfere with the operation of the unit in which the Employee is employed.

11. The Employer and the Union agree that on request by the Union, they will execute an agreement prospectively reducing the contribution rate to the Pension Fund and simultaneously increasing the contribution rate to the Benefit Fund and/or the Training Fund. The total amount of contributions redirected to the Benefit and/or Training Fund shall be in the same amount as the reduction in contributions to the Pension Fund.

12. The Employer agrees that the provisions of Articles IXA, XXII, XXIII, XXIV, XXV, XXXVII and XLII, will continue in full force and effect in the event of any change in the name, composition or structure of any or all of the Funds or the creation of any successor fund which assumes the responsibility to provide the same or similar benefits to the Employees covered by this agreement, which change or changes are consented to by a majority of the Union Trustees and a majority of the Employer Trustees designated by the League or by operation of law. In the latter event, all payment and other obligations referred to herein will be to the successor fund.

ARTICLE XXV

Uniforms

1. The Employer shall provide, launder and maintain any uniforms which it requires the Employees to wear, under its current policy.

ARTICLE XXVI

Management Rights

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; set standards and methods for evaluation; to plan, direct and to control operations, to discontinue, by sale or otherwise in whole or in part 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) If the Employer is 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, it may continue to do so without restriction.

- (2) If the Employer is 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, it 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 level^{.....} 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

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

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.

(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, if the Employer presently subcontracts for the preparation and purchase of kosher or other specialized foods, it may continue to do so. In the event the 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) The 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 Employees, but who are performing maintenance, porter, cleaning or upkeep services for the laboratory and/or technical department.

(8) The Employer may subcontract any and all diagnostic and/or specialized medical services which would improve its diagnostic abilities and/or specialized medical services involving the health and welfare of its patients whenever such member is unequipped, because of a manpower shortage or absence of appropriate mechanical, electrical or electronic equipment to provide its patients with such care. If at any time in the future any one or more of these elements are substantially reduced or the member acquires the appropriate mechanical, electric or electronic equipment, then and in that event the question of whether or not such member shall thereafter itself perform such services shall be submitted to negotiation, and failing adjustment, the procedures and tests outlined in Section (2) hereof shall become applicable.

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4. Monitoring and Enforcement of Recognition and Subcontracting Provisions

(a) The Employer shall provide the Union with a semi-annual report including name, date of hire and job title, for all non-union positions below supervisor which were created since July 1, 2000 in departments where bargaining unit work is being performed. Such report will include non-supervisory clerical Employees, Employees in

such titles as Assistant Supervisor, Coordinator, Lead Worker, Analyst, Technical Supervisor, Administrative Assistant, Supervisory Assistant and any other non-supervisory positions in the department.

In addition, the Employer will provide a count of the number of supervisory staff who supervise bargaining unit positions by department (in the Nursing Department, R.N. and titles above RN shall not be included).

(b) The Employer shall provide the Union with a semi-annual staffing/payroll report by department, which shall include name, social security number, date of hire, salary and hours worked, for all bargaining unit members including full-time and part-time Employees, as well as one fifth (1/5) or less part-timers, temporary, or contingent workers, etc.

(c) The Employer will also include in the semi-annual report all utilization of agency personnel covering bargaining unit vacancies, temporary positions or emergency leaves and all bargaining unit vacancies by department for which the Employer is recruiting, including date the vacancy began and how the vacancy is being 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 (year) 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 arbitration procedure.

6. The Hospital shall retain the right to utilize employees among Yonkers General Hospital, 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.

ARTICLE XXVII

Resignation

1. An Employee who resigns shall give the Employer advance notice equal to the Employee Benefit Time (E.B.T.) 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 Employee Benefit Time (E.B.T.) 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 XXIII

Discharge and Penalties

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.

7. a) Employee file documents shall be removed after twenty-

four (24) months from date of occurrence, provided there is no intervening warning for the same or similar conduct.

b) The Employer shall furnish Employees with all disciplinary warnings.

ARTICLE XXIX

No Strike or Lockout

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. The Union shall retain its right to engage in sympathy strikes only when supporting primary strikes against the Hospital.

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 XXX

Grievance Procedure

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:

- (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.

In the event that the number of grievance meetings requested is beyond the ability of the Employer to schedule within the prescribed time limits, the Union and the Employer shall attempt to resolve the problem by mutual agreement.

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 XXXII Arbitration

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 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.

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.

ARTICLE XXXIII

Effect of Legislation - Separability

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

Effective October 15, 2004 the Employer shall contribute to the 1199-Employer Child Care Fund at the contribution rate then in effect in the League CBA 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.

ARTICLE XXXV

Health and Safety

Create A Safe and Healthy Workplace

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, _____ Union and _____ management, 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. 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 XXXVI

Labor Management Committee

The parties support the establishment of a Labor/Management Committee to explore the issues surrounding the employment of 1199 employees at the Employer.

ARTICLE XXXVII

P & P FUND

If participation in the P&P Fund is necessary for the pass through or diversion of funds, then the Employer shall adopt the language of the P&P fund, as set forth below

1. The Union and the League have established the 1199 Hospital League 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. The P&P Fund shall maintain a Master Fund Account ("MFA"), a pass-through disbursement account, to receive and immediately disburse contributions from contributing employers which monies shall be allocated pursuant to the terms of supplemental agreements between 1199 and the League.

3. For the contract period July 1, 2000 through October 31, 2004, 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 League and the Union, as provided in Article XXIV, paragraph 1(b)(i), above, together with such other amounts as may be required under the terms of any supplemental agreements between 1199 and the League.

ARTICLE XXXVI

Effective Dates and Duration

1. This Agreement shall be in full force and effect for the period commencing July-1, 2000 and ending October 31, 2004.

3. 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 the Employer have executed this Agreement this _____ day of _____.

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

By: _____

Dennis Rivera, President

Mike R. Khan EXEC VP

ST. JOHN'S RIVERSIDE HOSPITAL

By: _____

Jim Eby, CEO

John C. [Signature]

12/20/00

Vonnie Hamilton-Turkitt

12/20/00

[Signature]

12/20/00

Jim Zuh 12/20/00

A. [Signature] 12/20/01

S. [Signature] 12/20/00

Anne Jacob 12/20/00

[Signature]

Maria Riccudo
V.P. 1199 SEIU 12/20/00

Buena Hamed 12/20/00

Carlos [Signature]

Charlene Bolling 12/20/00

Jane [Signature] 12/20/00

Kelly Selargaw 12/20/00

Clarence [Signature] 12/20/00

Telesita Almyida 12/20/00

[Signature]

MEMORANDUM OF AGREEMENT

Between

ANDRUS PAVILION 

ST. JOHN'S RIVERSIDE HOSPITAL-PARK CARE PAVILION, THE COMMUNITY HOSPITAL AT DOBBS FERRY AND MICHAEL MALOTZ SKILLED NURSING PAVILION

And 

1199 SEIU UNITED HEALTHCARE WORKERS EAST

WHEREAS, 1199 SEIU UNITED HEALTHCARE WORKERS EAST ("1199") or ("Union") and ST. JOHN'S RIVERSIDE HOSPITAL-PARK CARE PAVILION, ST. JOHN'S RIVERSIDE HOSPITAL- ANDRUS PAVILION, THE COMMUNITY HOSPITAL AT DOBBS FERRY AND MICHAEL MALOTZ SKILLED NURSING PAVILION ("Employer") are parties to a current collective bargaining agreements ("CBAs"); and

WHEREAS, the parties are desirous of stabilizing the collective bargaining relationship and working collaboratively to improve patient care and stabilize the healthcare industry;

NOW THEREFORE, it is hereby agreed this 25th day of March, 2008, by and between 1199 and the Employer as follows:

1. All of the terms and conditions in the CBAs, including all side letters, exhibits, stipulations and attachments hereto, shall remain in full force and effect, except as modified in this Memorandum of Agreement ("MOA").


3/29/08

2. The parties agree to adopt all of the terms and conditions contained in the January 22, 2007 Memorandum of Agreement including all side letters, exhibits, stipulations and attachments thereto between 1199 and the League of Voluntary Hospitals and Homes ("League MOA") except as excluded through negotiation or modified herein, including, but not limited to:

a. The term of the new Agreements shall be from May 1, 2008 to September 30, 2011 but January 1, 2008 to September 30, 2011 for Michael Malotz and Dobbs Ferry.

3. General Wage Increases and Increases to Minimum Rates, Steps and Experience Differentials:

a. The three percent (3%) wage increase originally scheduled for January 1, 2008 shall be effective June 1, 2008. As a result, the minimum rates, steps and experience differentials as of January 1, 2008 shall become effective June 1, 2008. (For Michael Malotz, these dates shall be September 1, 2007 and February 1, 2008 respectively).

b. Effective June 1, 2009 each Employee on the payroll shall receive 3% of his/her May 31, 2009 hourly rate. (For Michael Malotz, these dates shall be January 31, 2009 and February 1, 2009 respectively).

c. Effective June 1, 2010 each Employee on the payroll shall receive 3% of his/her May 31, 2010 hourly rate. (For Michael Malotz, these dates shall be January 31, 2010 and February 1, 2010 respectively).

wage increase
in 

wage increase
in 

Malotz

d. Beginning the first full payroll period following ratification of this MOA, new employees shall receive, during the first year of employment, a base weekly rate which is three percent (3%) less than the minimum weekly rate for his/her job classification.

e. On their anniversary date, the Employee shall be brought up to the step minimums, if applicable.

4. Pension Benefit Increases:

a. Increase in Pension Formula – Effective February 1, 2011 the formula for Credited Future Service shall be increased from 1.85% to 1.875% for 1199 Pension Plan Participants whose last Hour of Vesting Service under the Plan is on or after February 1, 2011.

b. Retiree Pension Benefit Increase – In addition to the 3% Retiree Pension Benefit Increase on April 1, 2008; Retiree's Benefit shall increase by 3% on December 1, 2009 and 3% on December 1, 2010.

5. Job Security:

a. The parties agree that effective May 1, 2008, Employees who as of January 1, 2005 completed twenty-four (24) months of membership in an 1199 bargaining unit at their Employer shall have protected status. At the request of the Union, on or about May 1, 2010, ^{there is} ~~to~~ be established local CIPC comprised of 1 representative selected by the

Handwritten signature/initials

Employer, 1 selected by the Union and 1 mutually agreed upon neutral party, shall review whether the January 1, 2005 and May 1, 2008 protected status dates shall be advanced. Such review shall not be subject to arbitration. Bargaining unit seniority shall be used to determine Employment Protection status of employees in bargaining units covered by a CBA on or before the execution of this MOA.

b. In the event the Employer raises a substantial issue over the number of its protected bargaining unit employees (e.g. more than 75% of the employees in a classification, department or area are protected) the issue may be referred to the local CIPC, but shall not be subject to its arbitration process.

c. During the term of this Agreement, the Employer will not remove, or initiate any proceeding to remove, any Employee or classification from a bargaining unit covered by a CBA as of the execution of this Agreement based upon an application of the NLRB decision in Oakwood Healthcare, Inc., 348 NLRB No. 37 (2006) to the current job duties of the Employee or classification.

6. To maintain the current level of benefits and programs in the League/1199 Health, Pension, Education, Child Care, Job Security and Planning and Placement Funds, the parties agree as follows:

a. National Benefit Fund ("NBF")

i. ^{September, 2007} Effective as of ~~October 1, 2007~~, the contribution rate to the NBF shall be increased from 20.85% to 22.5%. 

ii. In addition, during the calendar year 2008, the Employer shall contribute to the NBF its pro-rata share of temporary lump sum contributions of approximately \$42 million. This is estimated to be .84% of the total NBF contribution payroll for all NBF contributing employers as of April 30, 2008. For each of the next two calendar years, the foregoing amount shall be recalculated using .84% of the estimated total NBF contribution payroll as of April 30, 2009 and April 30, 2010, respectively. The Employer shall contribute its pro-rata share of the amount determined for each of the three calendar years as provided below. The three temporary lump sum contributions are estimated to produce \$126 million over 41 months. Effective January 1, 2011 this temporary lump sum contribution provision shall expire and the total URR shall be 22.5%.

b. Further Benefit & Pension Modifications

i. The NBF Cost Savings Committee ("Committee") established under the League Multi-Employer CBA shall continue according to its current mandate. 


2/25/08

ii. As part of cost savings, the parties recognize that the Union's delegates will play a pivotal role in educating the Union membership in understanding the cost savings programs, in helping to prevent fraud and abuse in the Funds, and in understanding the collective bargaining agreement and collective bargaining process. In this regard, Non-RN and RN Delegates will be released for up to five (5) days with pay for intensive training in these areas. The Employers will be reimbursed for the cost of release time (approximately \$200 per Non-RN Delegate per day and \$300 per RN Delegate per traditional work day). The formula used to adjust release time, compensation and reimbursement for RNs on flex-shifts for RN Leadership training will be used for RNs on flex-shifts attending delegate training.

2/26/06
ML

c. The Employer agrees to adopt and be bound by all joint decisions of the President of the League and the President of 1199 with respect to the schedule of pension contribution and other diversions, including the diversions set forth in the paragraphs 6 and 7 of the League MOA and the January 22, 2007 side letter and Attachment 1 to the League MOA.

7. The Contract Administrators Program shall be extended for the period April 1, 2008 – September 30, 2011. The program will continue under the same terms and conditions as described in the 2004 – 2008 League Multi-Employer CBA side letter and subsequent written agreements. Funding shall be as determined by CIPC.

ML
2/26/06

8. Quality of Work Issues: the quality of work issues provision contained in the side letter to the League Multi-Employer CBA shall continue in effect.

9. Voluntary Arbitration Project: the voluntary arbitration project set forth in Article XXXII (14) of the League Multi-Employer CBA shall continue in effect.

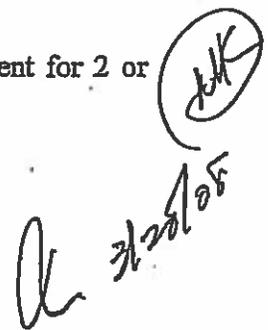
10. Parking

a. The current parking fees paid by bargaining unit employees shall remain as is through April 30, 2008. Bargaining unit members shall pay parking rates as they currently stand and then consistent with the schedule below:

<u>Job Status</u>	<u>5/1/08</u>	<u>10/1/09</u> 	<u>10/1/10</u>
Full time	\$5 bi-weekly	\$7.50 bi-weekly	\$10 bi-weekly
Part time	\$2.50 bi-weekly	\$3.75 bi-weekly	\$5 bi-weekly
Per diem	\$.50 per day	\$.75 per day	\$1 per day

b. There shall be no increase in the current parking rates for the duration of the contract (through September 30, 2011) and if other Hospital employees are given lesser rates or free parking in the regular course of their employment, this shall be provided to the bargaining unit as well.

c. Bargaining unit member will not be charged for parking when absent for 2 or more consecutive weeks and shall be reimbursed for such charges.



d. The parties agree to establish a process for addressing parking tickets, reimbursement of parking charges when a bargaining unit member is absent for 2 or more consecutive weeks and other related issues through a bilateral committee to be comprised of up to 5 union representatives and up to 5 Hospital representatives which shall meet at least as soon as April 1, 2008.

e. The Hospital agrees to provide safe and adequate parking.

f. The Union agrees to withdraw with prejudice the following arbitrations filed with the American Arbitration Association and that all issue raised directly or indirectly in these cases have been resolved through the negotiation process and agreements contained within this MOA:

AAA No. 13 300 0756 07

AAA No. 13 300 1647 06

AAA No. 13 300 0761 07

AAA No. 13 300 0757 07

g. The Union affirms there are no other pending arbitrations regarding parking issues at any Riverside location.

h. The Union agrees to withdraw with prejudice unfair labor practice charge no. 2 – CA-38100.

R
3/28/08
[Signature]

11. Facility Specific issues

a. Dobbs Ferry - - the Employer agrees to apply the policy attached hereto as Exhibit 1 entitled Voluntary Transfer of Accrued Sick Time to bargaining unit members at Dobbs Ferry.

b. Park Care Pavilion- - the Employer agrees to apply the policy attached hereto as Exhibit 1 entitled Voluntary Transfer of Accrued Sick Time to bargaining unit members at Park Care. On call pay shall increase effective 5/1/08 to \$4.50 per hour. Certification Differentials shall increase effective 5/1/08 by \$.40.

c. Andrus Pavilion- - the Employer agrees to apply the policy attached hereto as Exhibit 1 entitled Voluntary Transfer of Accrued Sick Time to bargaining unit members at Andrus. On call pay shall increase effective 5/1/08 to \$4.50 per hour. Certification Differentials shall increase effective 5/1/08 by \$.40.

12. ~~Paid time off for all locations except Dobbs Ferry shall be consistent with the policy attached hereto as Exhibit 2.~~ *A 3/5/08* 

This MOA is subject to ratification by the Union and its membership and the Employer.

A 3/5/08 

St. John's Riverside Hospital
Agreed To: PARK CARE PAVILION
DOBBS FERRY HOSPITAL
MICHAEL MALOTZ SKILLED
NURSING PAVILION
ANDRUS PAVILION

Agreed To: 1199 SBIU UNITED
HEALTHCARE WORKERS
EAST

By: Charles J. France
Date: 3/28/08

By: Maria Kercuto
Date: 3/28/08

Negotiating Committee:

William K. Jordan

1199

Michael J. J...

...

...

America K...

Sandra Z...

Carmen D...

J...

Alicia C. ...

MOA CL 9/22/09
PROPOSALS FOR NEGOTIATIONS

BETWEEN

MLC 9/27/09

PARK CARE PAVILION (former Yonkers General Hospital)
THE ANDRUS PAVILION (St. John's Riverside Hospital)
THE DOBBS FERRY PAVILION (formerly Community Hospital at Dobbs Ferry)
MICHAEL MALOTZ SKILLED NURSING PAVILION

&

1199 SEIU UNITED HEALTHCARE WORKERS EAST
September 9, 2009

WHEREAS, 1199SEIU UNITED HEALTHCARE WORKERS EAST ("1199" or "Union") and PARK CARE PAVILION, THE ANDRUS PAVILION, DOBBS FERRY PAVILION and MICHAEL MALOTZ SKILLED NURSING PAVILION individually referred to as ("Employer?") are parties to a current collective bargaining agreement ("CBA"); and

WHEREAS, the parties are desirous of stabilizing the collective bargaining relationship and working collaboratively to improve patient care and stabilize the healthcare industry;

NOW THEREFORE, it is hereby agreed this 9th day of September 2009, by and between 1199 and the Employers as follows:

1. All of the terms and conditions in the respective CBAs, including all side letters, exhibits, stipulations and attachments thereto, shall remain in full force and effect, except as modified in this Memorandum of Agreement ("MOA"). See Attached Schedule A

- A. The term of the CBA shall be extended through April 30, 2015.
From June 2009 CL 9/22/09
to April 30, 2015
- B. General Wage Increases, Increases to Minimum Rates; Steps and Lump Sum

Wage Payments

SEE ATTACHED SCHEDULE A

* Language as in Legacy Agreement (6-1-05/4/30/15 Legacy MOA)

1. Minimum Rates during the First Year of Employment for Newly Hired Employees

- a. Employees hired before September 2011 shall continue to receive, during the first year of employment, a base weekly rate which is three percent (3%) less than the minimum weekly rate for his/her job classification.
- b. Employees hired on and after September 2011 but before April 1, 2014 shall receive, during the first year of employment, a base weekly rate which is two percent (2%) less than the minimum weekly rate for his/her job classification.

MLC 9/22/09 PL 1

- c. Employees hired on and after April 1, 2014, shall receive, during the first year of employment, a base weekly rate which is two and one-half percent (2.5%) less than the minimum weekly rate for his/her job classification.

C. Pension Fund and Reallocation Due to Changed Circumstances

Effective upon ratification, subject to the following paragraphs, the benefits provided by, and the contribution rate (URR) to, the PF shall be as set forth in the Rehabilitation Plan's Preferred Schedule, annexed hereto and incorporated herein as Exhibit A.

As of this date the URR percentages are as follows:

<u>Date</u>	<u>Percentages</u>
Current	6.75%
12/1/09	7.45%
12/1/10	8.71%
12/1/11	9.16%
12/1/12	15.80%

The PF shall be amended to provide that as soon as is consistent with their fiduciary responsibilities the Trustees of the PF shall reduce the foregoing increased contribution rates to the PF, if permitted by applicable law and regulations. The parties shall share the economic benefit of such reduced contribution rates as follows.

If the Trustees modify the Preferred Schedule by reducing the URR, this Agreement shall be modified by:

- a. incorporating such reduced contribution rates as provided in the updated Preferred Schedule and
- b. providing improvements under this Agreement, including, but not limited to, wages as the Union deems appropriate (with the exception of PF improvements during the term of this Agreement and/or while the PF remains in critical status) by an amount costing one-half (1/2) of the savings to the Employers resulting from the reduction in the URR;

provided that,

- (i). any such reduction of contribution rates and corresponding improvements implemented under paragraph 4A(b) above shall be discontinued, in equal proportions, and revert to a restoration of the URR, if the Trustees determine such reversion is necessary for the PF to emerge from Critical Status as contemplated by the Rehabilitation Plan, and

Handwritten signatures and dates. One signature is dated 9/21/09. Another signature has a circled '8' below it.

(ii). in no event shall (1) the Employer's cost under this Agreement be increased, or (2) the URR be lowered to less than six and seventy-five one hundredths of a percent (6.75%) pursuant to this procedure.

D. Job Security

The Employer agrees to adopt and be bound by the determination of the 1199 and League Contract Interpretation and Policy Committee ("CIPC") as to any changes in dates for protected status, the grandfather protected status date, and the date for determining part-time salary guarantee.

9/22/09

*John Lawrence
Accounting
Director*

E. National Benefit Fund

Effective as of the following dates the NBF required contribution rate (NBF URR) shall be increased to the following corresponding percentages of gross payroll:

9/22/09

Effective Dates	Contribution Percentage
December 1, 2009	26.88%
December 1, 2011	28.38%
February 1, 2015	23.50%

F. Contract Administrators/Delegate Training

The Contract Administrator Program and Delegate Training programs shall be extended for the period October 1, 2011 – April 30, 2015. The total cost of release time will be reimbursed to the Employer via a deduction from contributions otherwise due to the NBF.

G. Adoption of 1199-League Economic Changes

The duration, wages and contribution rates to the 1199SEIU National Benefit Fund for Health and Human Service Employees, the 1199SEIU Health Care Employees Pension Fund, the League/1199SEIU Training and Upgrading Fund, the League/1199SEIU/Health Care Industry Job Security Fund and the 1199SEIU/Employer Child Care Fund (collectively the "Funds") set forth in this Agreement are adopted from the July 19, 2009 Memorandum of Agreement between 1199 and the League of Voluntary Hospitals and Homes ("League MOA"). During the life of this Agreement and any extension hereof, the Employer agrees to adopt, be bound by and to implement any changes in the wages or Funds' contribution rates (including diversions and suspensions thereof) in the amounts and on the dates agreed to by the President of the League and the President of the Union, as determined by CIPC or as set by the Funds' Trustees, including any subsequent re-openers or extensions to the dates of this Agreement. Moreover, in the event that the League Agreement is terminated prior to April 30, 2015, the parties agree that this Agreement shall be terminated as of such date.

9/22/09

PL (3)

H. Updated Minimum Rate Stipulations:

It is the intention of the parties to update the minimum rate stipulation for all classifications included in the bargaining unit. Therefore, to that end, the Employer will furnish the Union with a current payroll report for all bargaining unit employees and the minimum rates of pay for all bargaining unit classifications. The parties further agree to meet within ninety (90) days of the execution of this Agreement for the express purpose of reviewing and signing a current wage stipulation.

I. Ratification:

This MOA is subject to ratification by the Union and its membership and the Employer.

MGMT

James L. ...
9/22/09

UNION

Maria Fernando, 1199 Vice President
9/22/09

Maem here 1199 Delegate

Ken ... 1199 Delegate

Anna Marie ... 1199 Delegate

Aggi ... 1199 Delegate

Carol ... 1199 Delegate

Carmela ... 1199 Delegate

Brenda Spry, 1199 Organizer

Paul ...

Martha ...

Deon ...

June ...

Steve ...

Ray ... - Delegate 9/22/09

John ... - Delegate 9/21/2009 6:07 PM

James Nicklas 1199 Delegate @ YGH

Keith ... 1199 Neg. Com.

Sandra ... Delegate 1199

John ... 1199 Neg. Com.

James ... 1199 Delegate

Harold ... 1199 Neg. Com. 9-22-09

Lea ... 1199 Neg. Com.

Paul ... 1199 Neg. Com.

... 1199 Neg. Committee delegate 9/22/09

William K. ... 1199 DELEGATE Negotiating Comm. 9/22/09

9/22/09

Schedule A

9/22/07

OC

7(22)0

REVISED PROPOSALS FOR NEGOTIATIONS

BETWEEN

**PARK CARE PAVILION (former Yonkers General Hospital)
THE ANDRUS PAVILION (St. John's Riverside Hospital)
THE DOBBS FERRY PAVILION (formerly Community Hospital at Dobbs Ferry)
MICHAEL MALÓTZ SKILLED NURSING PAVILION
&
1199 SEIU UNITED HEALTHCARE WORKERS EAST
September 15, 2009**

The Andrus Pavilion, Park Care Pavilion, Dobbs Ferry Pavilion

The three (3%) wage increase scheduled for June 1, 2010 will be diverted to Funds on December 1, 2009.

Workers scheduled to receive a three (3%) wage increase on June 1, 2011, except that one (1%) will be diverted to the funds on December 1, 2010 and the workers will receive the remaining two (2%) percent on September 1, 2011.

February 1, 2013—2.5% bonus

April 1, 2014—2.5% wage increase

April 1, 2015—2.5% wage increase

Michael Malotz Skilled Nursing Pavilion

The three (3%) wage increase scheduled for February 1, 2010 will be diverted to Funds on December 1, 2009.

Workers scheduled to receive a three (3%) wage increase on February 1, 2011, except that one (1%) will be diverted to the funds on December 1, 2010 and the workers will receive the remaining two (2%) percent on May 1, 2011.

October 1, 2012—2.5% bonus

December 1, 2013—2.5% wage increase

December 1, 2014—2.5% wage increase

9/22/09
P-5

Cochran School of Nursing

Workers scheduled to receive three (3%) wage increase on October 1, 2009 will receive the wage increase as schedule.

The three (3%) wage increase scheduled for June 1, 2010 will be diverted to Funds on December 1, 2009.

Workers scheduled to receive a three (3%) wage increase on June 1, 2011, except that one (1%) will be diverted to the funds on December 1, 2010 and the workers will receive the remaining two (2%) percent on September 1, 2011.

February 1, 2013—2.5% bonus

April 1, 2014—2.5% wage increase

April 1, 2015—2.5% wage increase

9/22/09
HW
9/22/09

HW

1199 Salary and Fund Adjustment 2009-2015

Effective Date	Pension Fund Rate	Benefit Fund Rate	Other Funds	Total
Current	6.75%	23.34%	1.25%	31.34%
12/1/2009	7.45%	26.88%	1.25%	35.58%
12/1/2010	8.71%	26.88%	1.25%	36.84%
12/1/2011	9.16%	28.38%	1.25%	38.79%
12/1/2012	15.80%	28.38%	1.25%	45.43%
2013	15.80%	28.38%	1.25%	45.43%
2014	15.80%	28.38%	1.25%	45.43%
12/1/2015	15.80%	23.50%	1.25%	40.55%

Action	League date	RHCS Date
no raise	12/1/2009	✓ Malotz 2/1/2010
no raise	12/1/2010	✓ Malotz 2/1/2011
2% raise	3/1/2011	✓ Malotz 5/1/2011
2.5% lump sum	8/1/2012	✓ Malotz 10/1/2012
2.5% raise	10/1/2013	✓ Malotz 12/1/2013
2.5% raise	10/1/2013	✓ Malotz 12/1/2014
		✓ Malotz 12/1/2015
		✓ 1199 RN 4/1/2010
		✓ 1199 RN 4/1/2011
		✓ 1199 RN 7/1/2011
		✓ 1199 RN 12/1/2012
		✓ 1199 RN 2/1/2013
		✓ 1199 RN 2/1/2014
		✓ 1199 RN 2/1/2015