

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

PARK CARE PAVILION

REGISTERED NURSES

LOCAL 1199

CONTRACT

**RN – Yonkers General Hospital
Table of Contents**

I	Recognition – The Collective Bargaining Unit	1
II	Union Security	3
III	Check-Off	4
IV	No Discrimination	7
V	Union Activity, Visitation and Bulletin Boards	8
VI	Joint Employment Service	8
VII	Probationary Employees	10
VIII	Temporary Employees	10
VIII	Vacancies and Emergency Vacancies	12
IX	Seniority and Displacement	13
IXA	Employment Security and Job Security Fund	24
X	Wages and Minimums	26
XI	Hours	28
XII	Weekends	30
XIII	Overtime	30
XIV	Shifts and Shift Differentials	31
XV	Employee Benefit Time (EBT)	32
XVI	Sick Leave	32
XVII	Paid Leave	34
XVIII	Unpaid Leave	35
XIX	Past Practices	37
XX	Severance Pay	37
XXI	Training and Upgrading	37

XXII	Benefit Fund	38
XXIII	Pension	42
XXIV	Enforcement of Articles IXA, XXI, XXII, XXIII, and XXXIV (the Funds)	43
XXV	Uniforms	46
XXVI	Management Rights	46
XXVII	Resignation	50
XXVIII	Discharge and Penalties	50
XXIX	No Strike of Lockout	51
XXX	Grievance Procedure	51
XXXI	Arbitration	53
XXXII	Effect of Legislation – Separability	55
XXXIII	Child Care	55
XXXIV	Health and Safety	55
XXXV	Clinical Orientation/Displacement	56
XXXVI	Staffing Practices	57
XXXVII	Professional Practices Committee	60
XXXVIII	P&P Fund	62
XXXIX	Crisis Resolution	63
XL	Effective Dates and Duration	64
	EXHIBIT 1	65
	EXHIBIT 2	66
	EXHIBIT 3	67

STIPULATION I	68
STIPULATION II	69
EXHIBIT A	72
EXHIBIT B	74
EXHIBIT C	77
EXHIBIT D	78
EXHIBIT E	82
EXHIBIT F	83

AGREEMENT made and entered into this July 11, 2000, by and between, Yonkers General Hospital (hereafter known as the "Employer"), with offices at 2 Park Avenue, Yonkers, New York 10703, NEW YORKS HEALTH & HUMAN SERVICE UNION 1199/SEIU, AFL-CIO, with its offices at 310 West 43rd Street, New York, NY 10036 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

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

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

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

ARTICLE I

Recognition - The Collective Bargaining Unit

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

(b) Excluded from each of the aforesaid bargaining units are supervisory, confidential, executive and managerial employees, physicians, dentists, service, maintenance workers, clerical, technical and other professional employees, students whose performance of work at the Employer is a part of the educational course of study such students are pursuing, temporary employees as defined herein, and such other employees as are listed as excluded in the stipulations hereunto annexed.

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 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.

9. Per Diem Employees

(a) Per Diem employees who are not regularly scheduled must work a minimum of one weekend per month and one major and one minor holiday per year to maintain eligibility for continued employment, provided they are requested to work.

(b) If two (2) per diems are applying for a permanent full-time or part-time position, their seniority based on actual hours worked will apply when determining seniority between the two (2) per diems. It shall not be applied if other applicants are part time or fulltime.

- (c) **Wages:** \$30.00 per hour for days, \$32.0 per hour for evenings and nights.
- (d) **Cancellations:** If a per diem employee is not notified at least ninety (90) minutes in advance of his/her scheduled shift, the Hospital shall pay the employee two (2) hours travel time. If the per diem employee reports to the Hospital because the Hospital did not notify them of the cancellation, the per diem employee shall be assigned to another unit or be paid for two (2) hours. The per diem employee will not receive any pay if she/he refuses the assignment.

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 1), 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 "regular pay," 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 he 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

8. The Hospital will release one (1) RN (chosen by the Union) with pay one each month up to eleven (11) days per year to attend the RN council meeting. The Union will furnish the Hospital with at least one (1) month's advance notice.

ARTICLE VI

Joint Employment Service

1. The Joint Employment Service (AService≅) 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

*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.

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 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

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

- e. Utilize the Joint Employment Service's short term referral program (Article VI, section 6 , above), if established, which shall provide staff for short-term need at competitive rates;
- f. Offer overtime to incumbent Employees if 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 AND DISPLACEMENT

1. Definition.

(a) Bargaining unit seniority is defined as the length of time a full-time or part-time Employee has been continuously employed in a title covered by this Agreement.

(b) Hospital seniority shall be defined as the length of time an Employee has been continuously employed in any capacity with the Hospital.

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 twelve (12) months or the length of an Employee's continuous employment, if the Employee is recalled into employment; and during a sick leave up to two years.

(c) 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.

(d) 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 as set forth in (a), (b) and (c) above. Part-time employees who are regularly scheduled to work less than three-fifths (3/5) of the regular work week applicable to his/her job classification shall accrue seniority in accordance with the following formula:

$$\text{Length of Service} \quad x \quad \frac{\text{Number of straight time hours paid}}{\text{Number of hours constituting the regular work week}}$$

For purposes of computing vacation 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 a period of twelve (12) consecutive months or a period

exceeding the length of the Employee's continuous service, whichever is less.

(e) Fails to return to work on a recall from layoff, within a reasonable time after the Employer has sent notice to 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) Hospital seniority shall apply in the computation and determination of

eligibility for all benefits where length of service is a factor pursuant to this Agreement, except with respect to vacation entitlements.

(b) Bargaining unit seniority shall apply to lateral transfers and promotions, layoffs and recalls and displacement, and for the accrual and scheduling of vacations as herein provided.

5. Layoff.

(a) In the event of a layoff, probationary Employees 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) 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.

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

(d) An Employee shall not be laid off if, at the time of the prospective layoff, temporary or agency employees are being utilized in positions into which the employee could bump if laid off 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 as to whether to accept such assignment or exercise rights under Article IX (Seniority) or be laid off and receive Job Security Fund benefits. 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.

(e) The Employer shall use best efforts to consolidate temporary, agency and per diem 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).

6. Recall.

(a) Whenever a vacancy occurs, Employees who are on layoff shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off.

(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. Displacement.

(a) Definitions:

(1) Available position means a position in a scope of practice when the Employee in that position is the least senior Employee in the Hospital (as determined by bargaining unit seniority). An available position exists only when the number of displaced Employees exceeds the number of vacancies in an alternate scope of practice.

(2) Qualified - In determining whether an Employee is qualified to exercise his/her rights under this section with respect to a particular position, the Hospital shall not impose any qualifications that have not been previously required of Employees who have obtained the position through a lateral transfer.

(3) Scope of practice means the groupings of units identified on

Schedule 7 to this Article.

(b) Notice

The Hospital shall provide the Union and the Employee(s) in the affected position(s) with at least 30 days' notice of any proposed reduction in the number of RN positions.

During this 30-day period (or any mutually agreed-upon extension thereof) the Hospital shall not fill any vacant RN position(s) with new Employees, except in the event of an emergency.

(c) Application of Seniority In Displacement

For purposes of Section 7 only, when the Hospital is reducing the number of positions in any nursing unit, it shall displace the Employees with the least bargaining unit seniority in the nursing unit in which the reduction in staffing is to occur.

(d) Procedure For Employees Displaced by the Hospital

An RN who has been displaced for any reason may elect between one of the following:

(1) transferring to any vacant position that s/he is qualified to perform;

(2) bumping the least senior RN (as determined by bargaining unit seniority) in her/his scope of practice on her/his shift;

(3) bumping the least senior RN in the Hospital without Job Security, as determined by bargaining unit seniority, in any available position that s/he is qualified to perform;

(4) An Employee who by virtue of either (1) or (2) and (3) above is bumped from his/her shift and has eight years of bargaining unit seniority as of the date of ratification of the Agreement, shall be entitled to bump the least senior Employee on his/her shift; or

(5) voluntary layoff.

(e) Procedure For Employees Bumped pursuant to 7(d):

Any RN who has been bumped from her/his scope of practice pursuant to 7(d)(2) or (4) may elect between:

(1) transferring to any vacant position that she/he is qualified to perform;

(2) if no vacant position exists that s/he is qualified to perform, bumping the least senior RN in the Hospital (as determined by bargaining unit seniority) in any position that s/he is qualified to perform; or

(3) voluntary layoff.

(f) Job Security and Displacement

The procedure described above in Section 7(d) shall apply even if all Employees in the Hospital have job security as defined in Article IX(a). In those circumstances, Employees bumped as a result of this procedure shall be offered positions, as determined by bargaining unit seniority from among those positions that have been created and/or filled within the preceding thirty (30) days.

(g) Recall and Severance Rights for Displaced Employees

(1) An Employee who is involuntarily laid off shall not forfeit recall rights by reason of his/her acceptance of severance pay.

(2) Except as otherwise provided in this Section 7, an RN who accepts a voluntary layoff for any reason shall elect between placement on the recall list in lieu of severance pay or waiver of recall rights in exchange for payment of severance pay. An RN who elects placement on the recall list may decide at a later point in time to waive such rights in exchange for payment of severance pay.

(h) An unprotected Employee who is scheduled for layoff shall have full

rights under this Article.

(i) Vacancy In Original Unit

If a vacancy occurs in the unit from which the RN was originally displaced pursuant to Section 7 (d) 2 within twelve (12) months from the date of the original displacement from that unit, s/he shall have the right to return to that unit immediately.

(j) Certification Differential

An RN who is displaced involuntarily from his/her position and placed in another position outside the area of his/her certification will continue to receive any applicable certification differential for a period not to exceed the shortest of (i) until the RN is eligible to take the certification exam in his/her new area; (ii) the expiration date of his/her certification; or (iii) 12 months after the placement/transfer.

(k) Orientation and Training

The Hospital shall adequately orient or train RNs, as appropriate, on work time, in the event they change units as a result of displacement.

(l) Temporary Shift Changes

Where displacement adversely affects the balance of oriented/trained RNs in a unit, the following steps shall be taken:

(1) the Employer shall offer the work to Employees on layoff who are able to work in the affected unit;

(2) the Employer shall seek volunteers.

(m) The Employer will offer Employees on the recall list the ability to work shifts staffed by an agency or per diem Employees, provided they have made known their interest in such per diem work and provide a schedule of their availability to the Employer. However, the inability of an Employee on layoff to work such shifts will not have an impact on their

eligibility to receive unemployment insurance benefits.

SCHEDULE 7
SCOPES OF PRACTICE

Surgical Services

ENDO
OR
SDS

Critical Care

ICU
ER
Telemetry
PACU

Medical Surgical

5 N – 4 N

Sub abuse

3 N
6N
Crisis Center
ASAS Admitting
Chemical Rehab.

Substance Abuse Outpatient Clinical: All Outside

Archway, Greenburgh
West Help Greenburgh
West Help Elmsford
West Help, Mt. Vernon

Primary Care/Residential Facilities

Park Care
Andrus

8. Externally Funded Grants and Programs

(a) 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 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. 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.

(b) If there is an available vacancy outside the grant or program in a position into which the Employee could bump if laid off as a non-grant funded employee, 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 a position into which the Employee could bump if laid off as a non-grant funded employee, excluding Employees working under any other externally funded grants or programs.

(c) The Employee will maintain his/her salary if placed in the same job classification. Where the Employee chooses to accept or bumps into a lower 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.

(d) The notice provision of Article IX (Seniority) 4(c) shall not apply to Employees hired prior to January 20, 1999. Notice will be provided to those hired or transferred on or after January 20, 1999 in accordance with Article IX, (4c).

9. Consolidation of Departments and Mergers

(a) When the Employer consolidates departments in separate locations which are represented by 1199, the following terms shall apply to Employees of the affected departments:

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

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

(3) Employees shall carry their protected status from one location to

another.

(4) 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.

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

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

(7) 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.

(b) 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 position into which she/he could otherwise bump, which is part of the bargaining unit at the location where the vacancy exists. In addition, the Employee must be qualified and able to perform the vacant job according to the standards at the location 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.

10. Promotions.

(a) Bargaining unit seniority shall apply to promotions. Where a promotional

vacancy in a bargaining unit job occurs, the Hospital 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 seven (7) working days excluding weekends and holidays before the vacancy is filled.

Where two (2) or more Employees are under consideration for such vacancy, the Hospital shall promote the Employee with the greatest 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 Hospital 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 one thousand, five hundred dollars (\$1,500.00) per year 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 without loss of seniority or other benefits, 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.

11. **Lateral Transfer.**

(a) Bargaining unit seniority shall apply to lateral transfers. 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 Hospital shall transfer the Employee with the greatest seniority, unless between or 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 without loss of seniority or other benefits, 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 request, without loss of seniority or other benefits.

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. The Employer shall not replace any RN position which existed on January 1, 2000 with an LPN or technician.

B. RNTJSF Job Security Fund

A Pension Fund contribution diversion for five months will go to the RNTJSF and to the P&P Fund. The Presidents of the League and 1199 will determine the amount of money to be diverted to each fund, and the timing thereof.

The RNTJSF may provide, among other things:

- Supplementary unemployment benefits for laid off RN's,
- Training or retraining for RN's;
- Employment referral services for laid off RN's' and
- Related administrative costs.

The Employer may be required to contribute .25% of gross payroll to the RNTJSF effective as of the first day of the last month of the contract provided the RNTJSF surplus at that time is less than \$500,000 as determined under the formula set forth in the agreement between the League and 1199.

Participation in this program does not affect the Employer's present tuition reimbursement arrangements, as set forth in Article XXI, shall remain in effect.

The hospital agrees to give laid off nurses from other hospitals participating in the RNTJSF first opportunity for vacancies for which they are qualified which may arise at the Employer. The term "first opportunity" means that after internal applicants are considered; a nurse laid off by another hospital covered by this Agreement referred to an Employer by the RNTJSF will be offered a vacancy if she/he meets all the qualification established by the hospital for a new hire in that position (including, but not limited to, certification and/or experience in the area of practice),

unless there is another candidate who suitability for the job, based on the foregoing, is appreciably greater. Such individuals shall serve normal probationary period. This provision applies to referrals made from the ratification of this Agreement to the last day of the agreement (ie., until October 31, 2001).

- (a) The RNTJSF shall train laid off nurses for shortage areas.
- (b) A participant in the RNTJSF shall, upon certification by the Executive Director of the RNTJSF, have his/her participation in the RNTJSF extended up to one (1) additional year (for a two (2) year minimum) unless he/she fails to pursue RNJSF referrals, refuses to enroll in RNJSF recommended training, or turns down appropriate job offers, at which time the Executive Director may terminate benefits.
- (c) The Employer agrees that alleged violations of the first opportunity provisions (as defined above) of this Agreement shall be resolved by the same arbitrator, and under the same procedures, designated by the League and the Union, on an expedited basis. A hearing before the arbitrator shall be held within fifteen (15) calendar days after the Union submits the matter to arbitration, and an award shall be rendered in forty-eight (48) hours.

ARTICLE X

Wages and Minimums

- a. Effective July 1, 2000 - RN's will receive whichever is greater- either 1/6 of the difference between the employee's current rate per year and the current yearly League minimum of \$53,560 or 3% of their current wage as of July 1, 2000.
- b. Effective September 1, 2001 RN's will receive whichever is greater - Either 1/6 of the difference between the employee's current rate per year and the current year League minimum of yearly minimum of \$53,560, or 3% of their wage as of September 1, 2001.
- c. Effective September 1, 2002 RN's will receive whichever is greater - Either 1/6 of the difference between the employee's current rate per year and the current yearly League minimum of \$53,560, or 3% of their wage as of September 1, 2002.

1 Graduates of a Hospital's nursing school are considered as part of the internal process for filling vacant positions at that Hospital.

- d. Effective September 1, 2003 ---RN's will receive whichever is greater - Either 1/6 of the difference between the employee's current rate per year and the current yearly League minimum of \$53,560, or 3% of their wage as of September 1, 2003.
- e. Effective October 15, 2004 --- RN's will receive whichever is greater - Either 1/3 of the difference between the employee's current rate per year and the current yearly League minimum of \$53,560 per year or 3% of their wage as of October 15, 2004.
- f. Minimums: The minimum rates shall be:

July 1, 2000	\$44,346.79
September 1, 2001	\$ 46,189.43
September 1, 2002	\$48,032.07
September 1, 2003	\$49,874.71
October 15, 2004	\$53,560.00

- g. If at any point during the term of this agreement, a Registered Nurse's wage rate is greater than the sum of the applicable base wage rate and experience differential set forth in this agreement for the RN level of experience the registered nurse shall continue to receive the her/his then current rate (be "red-circled")
- h. RN's shall receive experience differentials based on years of applicable experience as an RN as set forth in Exhibit E.
- i. Educational Differential - a differential shall be paid to each RN who has achieved the following education degrees"
- BA/SA - \$700 /year
- MS - \$1,000/year (inclusive of BA/BS)

The hospital shall have the right to establish criteria or evaluate degrees, as they are applicable to the Nursing Service requirements. Education differentials shall be paid separately from base rate.

- j. Certification Differential - Each RN who receives certification by a recognized professional organization in his/her specialty shall receive \$300 per year paid separately from the employee's hourly rate.
- k. 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.
- l. 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 of step.

- m. The employer shall give the Union thirty (30) days notice in writing of its intention to institute a new job classification or jobs or restructuring existing jobs, etc.). The Union may request a meeting to discuss the Employer's proposal including the proposed wage rate. If the parties disagree about job content or wage rates, the Employer and Union may invoke a facilitation process (as provided in Article XLII (1) (a) (ii)). If there is a 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 notice 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 XXXIII 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.
- n. 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. 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. Employees required by the Employer to be on-call shall receive \$4.50 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
Weekends

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, 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.

(6) The parties recognize that it is not in the interest of quality patient care to routinely rely on the use of overtime to staff nursing units.

(a) To the extent that the need for supplemental staffing is required because of pre-planned absences for events such as scheduled leaves, holidays, and vacations, the Hospital will make every effort to preschedule additional staffing resources to avoid the use of mandated overtime.

(b) Prior to mandating overtime, Administration must make every reasonable effort solicit volunteers for overtime and per diem nurses.

(c) A list of volunteers for overtime will be compiled and posted for each 28 days schedule.

(d) Mandated overtime shall be equitably distributed among qualified staff starting in reverse order of seniority.

Except in an emergency, when possible, Employees shall be given at least one hour notice of mandatory overtime, provided that where overtime is mandated because of an unplanned absence, the absent employee has complied with the applicable notice requirement. A rule of reason applies to the time in which the Hospital must notify an Employee of mandated overtime.

(e) Employees who are required to work overtime shall be entitled to an additional fifteen (15) minute rest period for each full-half shift worked.

(f) There shall be no pyramiding of overtime.

(g) Additional hours of work shall be assigned in the following order: 1. To full-time and part-time employees, on a voluntary basis as additional hours of voluntary overtime. Such opportunities shall be offered to employees in order of seniority on a rotating (unit by unit) basis. 2. To per diem employees.

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. There shall be no split shifts.

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 Employees 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 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

Unpaid Leave

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

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

maternity leave prior to the sixth month of pregnancy will be granted maternity leave for a period of twelve (12) months or the length of physical disability, whichever is greater. The father 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.

*****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.

An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position within the same classification. As a condition of reinstatement following a 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 \$40,000 per year. The funds shall be distributed on a fair and equitable basis. 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 II, 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
←→

***** 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.

of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

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

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

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

2. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the 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 for employees through October 31, 2003. RN's premium contribution shall be frozen at their current level through December 31, 2001. Exhibit F. Effective January 1, 2002 the Employer shall continue to maintain its existing health insurance coverage but the Employer shall fully pay all premium contributions for the RN's. Effective

November 1, 2003, the employer shall contribute to the 1199 National Benefit Fund for Health and Human Service Employees in an amount equal to the contribution rate then in effect in the 1199 League of Voluntary Hospitals Collective Bargaining Agreement as a per cent 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 months following the beginning of their employment reduced by contribution credits, if any, approved by the NBF trustees. The contribution rate thereafter shall be adjusted during the life of this agreement as provided in the League Agreement on the dates reflected therein.

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

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

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

4. The Union and the 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 will suspend its contributions on behalf of employees to its pension and retirement fund. 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

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

future, be increased by a figure in excess of twenty (20%) percent of the present total amount of such subcontracted services, then and in that event the parties shall attempt to negotiate a solution concerning such increase. Partial increases in the level of such subcontracted services are not to be considered until the totality of such increases reach or exceed the aforesaid twenty (20%) percent figure. Failure to arrive at an adjustment within twenty (20) days after such increase, the matter shall be submitted to an impartial arbitrator, whose function it shall be to determine (a) the ability or inability of the Employer to accommodate itself (because of a manpower shortage or any other legitimate reason) to the increased services without the need to subcontract to an employer which does not pay the economic equivalent of the total compensation package, including wages, benefits and other labor costs, provided for in this Agreement; (b) the health, safety and welfare of the Employers 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)

in the Cahn Award.

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.

(.

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.

Employer will provide a count of the bargaining unit positions by R.N. and titles above RN shall

provide the Union with a semi-annual report which shall include name, salary and hours worked, for all full-time and part-time Employees, contractors, temporary, or

vacancies shall include in the semi-annual report personnel covering bargaining unit positions, agency leaves and all bargaining unit positions the Employer is recruiting, and how the vacancy is being covered. The report shall be in mutually agreed upon format. The job descriptions for all positions as stated in subsection (a) shall be included if they have been changed from the last

(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 XXVIII 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 XXXI
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 XXXII

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 XXXIII

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 XXXIV

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 XXXV

Clinical Orientation/Displacement

1. Preceptor Status:

Nurses who volunteer to act as preceptors for new orientees to their unit shall receive appropriate training. When a Preceptor is assigned an RN for orientation in a scope of practice, the Preceptor and Nursing Director shall discuss the previous work experience, skills and orientation performance to date of the RN. The patient load of the Preceptor shall be evaluated to maintain optimal patient care; participation as a Preceptor will not be grounds for a disproportionate patient load relative to other RN's on the unit.

2. When an RN has been assigned to another unit for clinical orientation as a result of displacement, a meeting will be held with her/his Nurse Manager and Union delegate for that clinical practice area to discuss the skills, expectations of clinical performance on the unit and a plan for the orientation. Thereafter during the RN's clinical orientation period, a meeting

will be scheduled minimally every two weeks to discuss her/his progress of the clinical orientation, issues are identified that may preclude a successful completion of the orientation, such issues will be discussed with the Orientee and documented. The Nurse Manager, Orientee and Union delegate shall receive copies of the information. The Nurse Manager shall meet with the Oreintee and Preceptor to discuss practice issues and necessary corrective action. The Orientee has the right to bring a Union delegate to this meeting.

If a displaced Employee does not successfully complete her/his clinical orientation, the Nurse Manager and a Union delegate will meet to determine what options are appropriate for the Orientee.

It is agreed that if an Employee is unable to successfully complete orientation in the new unit which an employee is assigned by virtue of the displacement process, the failure will not be treated as a disciplinary event. However, the Union may, it is believes that the Hospital's determination of unsatisfactory completion of orientation is incorrect, elect to arbitrate that determination.

If the parties mutually agree that the Employee cannot successfully complete orientation to the new position, the following options will be offered:

- 1) For job secured Employees:
 - (a) Vacancy within scope of practice for which no Employee with greater seniority has bid:
 - (b) LIFO bump
 - (c) Voluntary layoff
- 2) For non-secured Employees:
 - (a) Voluntary layoff

ARTICLE XXXVI

Staffing Practices

1. Recognizing the importance of adequate staffing to the provision of quality patient care, the Hospital recognizes that there should be an adequate number of staff on each shift. Staffing levels shall be based on the average acuity of the patients on the unit, the unit's average daily census, the skill of the personnel on the unit and level of activity on the unit.

- a) Staffing Regulatory Guidelines

The Hospital shall abide by any and all guidelines promulgated by the NYS Department of Health and the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO). The standard used by the Hospital shall not provide for any lesser ration of RN's to patients than any guidelines promulgated by the NYS Department of Health or JCAHO.

- b) Staff Guidelines

The Hospital agrees that staff nurse input is essential in determining proper staff/patient ratios. Staffing patterns and staffing distribution are designed to meet the nurse care needs of groups of patients within the framework of pertinent institutional factors and resources.

The parties agree that the determination of staffing needs is a constant, dynamic process influenced by any one or a combination of the following factors patient acuity, technology, unit and census, unit size, unit geography, standards of professional practices, qualifications of staff, staff mix, productivity and service specialty, nature of services and needs and acuity of the entire Nursing Department, as well as of the specific unit. During the first four (4) months of the agreement, a committee (no more than half of whom represent management) to be agreed on by the parties shall meet to review the existing system of determining RN staff/patient core staffing and assessing patient acuity. Upon completion of this review process, the ratios as determined by the hospital shall be incorporated into the contract and the Hospital shall not implement any change in core staffing without discussing said changes with the committee. Failure to abide by the established RN core staffing on a routine basis, but excluding the setting of RN core staffing, shall be subject to the grievance and arbitrating process.

2. Staffing Schedule

In pre-scheduling sufficient Employees to meet adequate staffing levels for each shift, the hospital shall make every attempt to staff to cover all planned absences.

a) Floating:

2. Temporary reassignment of personnel may be necessary to meet patient care needs
3. In general staff will be floated to like patient care areas.
4. Staff who are routinely floated shall be cross trained to assure competency in that area/unit.
5. In staffing emergencies, professional staff may be floated into or out of a specialty area. The floated employees assignment shall be consistent with her/his clinical competence.
6. A float list shall be maintained on each unit and floating shall be assigned on a rotating basis starting with the least senior employee.
7. If the Hospital has not other provision concerning a nurse's return to her/his unit after being floated, the following shall apply. When

the hospital reassigns a nurse to her/his unit from a floating assignment, her/his patient assignment for the remainder of the shift shall be commensurate with the hours remaining on the shift.

b) Training:

The parties will seek funds to provide education for cross training. Training will be provided based on current demonstrated competency and clinical skill set required for the clinical area.

c) Reorientation;

The hospital will assess individual competency and provide reorientation where indicated to maintain clinical proficiency.

3. Use of trained RN's to provide patient care:

The parties agree that it is in the interest of patient care that all staff assigned to a nursing unit are properly trained, oriented and familiar with the policies on the unit.

To this end, the following shall apply:

- a) Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented.

4. The Hospital shall schedule sufficient staff so that nurses have an opportunity to take meal periods and breaks.

5. Orientees shall not be scheduled in lieu of regular staff.

6. Agency RN's are not to be placed in charge of any unit and may not serve as preceptors.

7. The Hospital recognizes RN's are professional employees with a definitive mission of quality patient care. To that end, the Hospital will continue to make every effort to assure RN's are not routinely required to perform non-nursing tasks such as housekeeping and messenger/transport duties, cleaning bathtubs and showers, straightening of supply closets, cleaning of sinks/refrigerators, cleaning equipment not in use, transporting bodies to the morgue, making unoccupied beds, emptying trash and linen carts, stocking soap and paper towels, locating and moving wheelchairs and stretchers, bring charts to Medical Records, cleaning excrement or body fluids from floors or units/and equipment, relieving sitters, replacement of wall sharp containers and gloves in patient rooms and areas.

8. In addition, there are certain duties which the Hospital and Union agree are non nursing duties but may be performed by Registered Nurses under certain circumstances to assure safe,

timely care and/or services to patients and these include : calling for repairs and replacements moving unoccupied beds, transferring or procurement of equipment, transferring ambulatory or non-critical patients, following up on supplies not delivered, checking patient clothing and valuables, serving or collecting meal trays, enforcing, visiting rules, ordering routine supplies from Central Supply, putting charts together, picking up or transporting stat meds, blood specimens or blood and blood products, transporting non-critical patients to X-Ray, Endoscopy, Dialysis or other departments, filing, reports/cumulative, taking newborn pictures, filling out routine lab requirements and/or computer entry , charting temps, and answering unit access bells.

ARTICLE XXXVII

Professional Practice Committee

There shall be a Professional Practice Committee (PPC) consisting of eight members, including:

- (a) four (4) staff registered nurses who shall have voting rights; and
- (b) four (4) nursing management representatives who shall have voting rights.
- (c) Alternative members maybe designated by both the Hospital and the Union on an as needed basis.

The staff registered nurses shall be selected by their peers and should be representative of the different scope of practice areas.

The Hospital shall make appropriate staffing arrangements to allow the four registered nurse representatives to attend PPC meetings without placing undue burden on other employees on their nursing units to perform representatives' duties. The Vice President Patient Services or designee will appoint nursing management representatives.

The Executive Vice President or the Vice President of the Union for the RN Division and the Vice President of Patient Care Services or Vice President of Nursing for the Hospital shall serve in an advisory capacity to the PPC. The RN Division Organizer, Vice President for Human Resources and other administrative personnel may be invited to the PPC on an adhoc basis.

The Vice President Patient Care Services shall attend the PPC meeting minimally once a year and the Vice President of Nursing Services shall attend minimally twice a year. In addition, the PPC may agree to invite specific management/staff representatives in connection with specific clinical practice issues.

The purpose of the PPC will be to improve communication, facilitate discussion and make recommendations concerning nursing practice and deliberate issues that arise from time to time including:

- a) Providing employee input to insure and maximize safe patient care.
- b) Providing employee input in job design and delivery systems.
- c) Promoting teamwork between departments and classifications
- d) Any other professional practice issues including but not limited to cross training.

Governing Rules:

- A) The PPC will embody the full scope of responsibilities of the Registered Nurse Practice Act and establish standards promulgated by nationally recognized professional nursing organizations.
- B) An agreed to agenda will be developed and minutes and attendance sheets recorded for each meeting.
- C) All recommendations of the PPC shall be in writing.
- D) There will be two (2) co-chairs; one (1) management, one (1) staff.
- E) Four (4) voting members (two (2) Union/two (2) Management) will constitute a quorum.
- F) The Hospital will provide any data necessary to further the union's function as a collective bargaining agent.
- G) Issues already in the grievance process may not be brought before the PPC for consideration.
- H) Issues may be presented to the PPC for resolution before grievance. As long as the issue remains under consideration by the PPC and progress is being made towards resolution the issue will not be submitted for grievance and arbitration. If however, the issue remains unresolved it may then be presented in the grievance and arbitration process.
- I) The PPC shall meet bimonthly with the right to request additional meetings if needed except in the months of August and December. By mutual agreement of the parties, at the last scheduled meeting of each year these meetings shall be prescheduled for the following year.

ARTICLE XXXVIII

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 of 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 XXXIV, 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 XXXIX

Crisis Resolution

- a) Definitions of Crisis - danger of immediate and serious harm to a patient where there is a departure from a set standards of care.
- b) The nurse shall immediately notify the person in the hospital identified to deal with problem who shall: (1) appear on the unit within thirty (30) minutes or as soon as possible to assess the situation and implement corrective action, if necessary. (2) if the decision is in dispute, the nurse may appeal directly to the chief nurse executive or designee.
The RN will assume and continue his/her patient assignments at all times during this process other than during discussions with the immediate Supervisor or the person designated to deal with the problem.
- c) The matters shall be placed on the agenda of the Professional Practice Committee meeting if needed.
- d) The hospital shall not discipline or take adverse action against a nurse for using this procedure in good faith.
- e) The specific procedure to implement this provision shall be agreed to on a hospital by hospital basis.

ARTICLE XL
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

YONKERS GENERAL HOSPITAL

By: _____
Jim Foy, CEO

eligibility to receive unemployment insurance benefits.

SCHEDULE 7
SCOPES OF PRACTICE

Surgical Services

ENDO
OR
SDS

Critical Care

ICU
ER
Telemetry
PACU

Medical Surgical

5 N – 4 N

Sub abuse

3 N
6N
Crisis Center
ASAS Admitting
Chemical Rehab.

Substance Abuse Outpatient Clinical: All Outside

Archway, Greenburgh
West Help Greenburgh
West Help Elmsford
West Help, Mt. Vernon

Primary Care/Residential Facilities

Park Care
Andrus

8. Externally Funded Grants and Programs

(a) 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 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. Employees who otherwise meet the criteria for protected status whose pay is

EXHIBIT 1

CHECK-OFF AUTHORIZATION

DATE: _____

TO: _____

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by 1199, National Health and Human Service Employees Union, as a condition of my membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary; and to remit all such deductions so made to 1199, National Health and Human Service Employees Union, 310 West 43rd Street, New York, New York 10036, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deductions. This authorization is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the 1199 Finance Department at 310 West 43rd Street, New York, New York 10036, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

SOC. SEC. NO. _____

CLOCK NO. _____

Signature

DEPT. _____

Address

EXHIBIT 2

LOCAL 1199 CREDIT UNION CHECK-OFF AUTHORIZATION

Local 1199 Credit Union
CHECK-OFF AUTHORIZATION

Effective Date _____

TO: YONKERS GENERAL HOSPITAL

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

Print Name _____

Signature _____

Home _____

Address _____
Number Street City/Town State Zip

Employed At: _____

Address _____

Social Security Number _____

STIPULATION I

The bargaining unit(s) covered by 1199 in YONKERS GENERAL HOSPITAL referred to in Article I of the Agreement between 1199 and the Employer are:

REGISTERED NURSES

STIPULATION II

YONKER GENERAL HOSPITAL

PAST PRACTICES

The past practices referred to in Article XX are:

1. Free Parking: 1199 members shall continue to enjoy free parking, in the same fashion as all other employees.
2. Free Meals: 1199 members shall continue to enjoy a free meal on their respective Birthdays, Thanksgiving, Christmas and New Years Day.
3. Free Meals: 1199 members in the Dietary Department shall continue to enjoy a free meal.
4. Discount Movie Tickets: 1199 members shall continue to receive discount movie tickets, so long as the theaters make them available.
5. Direct Deposit of Paychecks: The Employer shall continue to provide direct deposit for 1199 members.
6. Check-off Deductions: The Employer shall continue to provide check-off deductions for 1199 members who wish to continue their 403B-Plan, Credit Union, Supplemental Group Insurance and Savings Bonds.

Mr. Dennis Rivera
President
1199 National Health and Human
Service Employees Union, SEIU, AFL-CIO
310 West 43rd Street
New York, New York 10036

Re: Credit Union-electronic transfers

Dear Mr. Rivera:

YONKERS GEENRAL HOSPITAL agrees to do electronic fund transfers for credit union contributions.

Sincerely,

Jim Foy
President & C.E.O.

Mr. Dennis Rivera
President
1199 National Health and Human
Service Employees Union, SEIU, AFL-CIO
310 West 43rd Street
New York, New York 10036

Re: Contribution-tape to tape reports

Dear Mr. Rivera:

YONKERS GENERAL HOSPITAL agrees to provide tape-to-tape or other computer compatible reports for dues, political action fund, credit union contributions, and contributions to the jointly administered funds.

Sincerely,

Jim Foy
President & C.E.O.

EXHIBIT A

8. Guidelines for Union and Employer Conduct in Organizing Campaigns

It is the desire of the parties to ensure that Employees of the Employer have the right to make a decision regarding representation by the Union free from intimidation and retribution. It further is the desire of the parties that said Employees receive the maximum of relevant information so as to enable them to make a free and informed decision on the issue of representation. Likewise, the parties desire to have organizing campaigns conducted in such a manner so as not to harm the public image of the Employer or create unnecessary tensions between the Employees and management that impact negatively on the Employer.

To this end, the parties agree to conduct themselves in an organizing campaign in accordance with the proscriptions and prescriptions of the National Labor Relations Act and specifically, in accordance with the guidelines set forth below:

- (a) The Union and its members will not denigrate the Employer's officers, managers, or supervisors, the quality of care in the Employer, the financial management of the Employer, or hold up the individual members of its management team to ridicule.
- (b) The Employer, its officers, managers and supervisors will not denigrate the Union, its leadership or the leadership's conduct, and will not threaten or represent to the Employees that because of their selection of the Union as their collective bargaining representative, the Employees will lose jobs or benefits of any kind, or suffer other adverse conditions of employment, including strikes or retaliation, and will not conduct one-on-one meetings that are unlawful under the National Labor Relations Act.
- (c) Neither the Employer nor the Union or its members will threaten or coerce Employees in the exercise of their right fully to choose, or not choose, representation.
- (d) In order to avoid a situation where the energies of management and Employees unnecessarily are devoted to the organizing campaign, rather than to the mission of health care, the parties agree that it is their mutual desire to

expedite an election by the Employees on the question of representation.

- (e) In the event that either party believes that the provisions of this Article are being violated, it may request a meeting with the other party to discuss and attempt to resolve the alleged violations. Said meeting will be held within forty-eight (48) hours following the request.

EXHIBIT B

FLEX SHIFT SCHEDULING

1. Flex scheduling offers Employee the opportunity to change their contractual normal workday and normal work week by working less days per week, but more hours per day. There will be no change in the Employee's base compensation week.

2. (a) Any modification in the existing shift arrangements shall be agreed to in writing by both the Hospital and the Union and must conform to the terms and conditions of this agreement unless otherwise specified and agreed to.

(b) Openings in flex shifts shall be treated as lateral transfers except as set forth in paragraph 5(b) with respect to the conversion of units to flex.

3. Employees who work a flex shift are entitled to all of the same rights and benefits as set forth in the CBA between the parties except as amended below:

- (a) Full-time employees will accrue salary and benefits on the equivalent basis of 1950 hours each year; pro-rated for part-time employees.
- (b) The normal work day of each Registered Professional Nurse will consist of 11.5 hours. There will be a 45 minute unpaid meal period and 2 fifteen minute paid rest periods. The first shift will begin at 7 AM and will end at 7:15 PM. It is understood that there are flex shifts that start and end at alternate times.
- (c) The normal day and bi-weekly work schedule will consist of 13 shifts in each 28 day scheduling period. Each full-time employee shall be scheduled to work 3 such shifts for three weeks and 4 shifts per week in one week. An Employee shall not be scheduled to work more than 3 consecutive days unless mutually agreed upon.
- (d) Employees working in excess of their normally scheduled workday or work week as defined in Section (c) will receive the overtime rate for that time, however, there shall be no pyramidal overtime in any case. When overtime is necessary, an Employee on a flexible schedule will work no more than 16 consecutive hours at one time

4. All references in the CBA to compensation for time not worked will be deemed to be in terms of hours. (i.e., 5 days will be interpreted as 37.5 hours. Each participant in the flex program shall take any such time earned in full shift blocks unless specifically approved by the Hospital. As an example, each participant will accrue 90 hours of sick leave on an annual basis.

(a) Any time accrued prior to the Employees entrance into the flex program will also be converted to hours.

5. Maintenance of the Flex Program: The conversion of schedules from regular to flex schedules shall not result in any reduction in the number of budgeted FTEs employed on those units. In units that are converting back to a flex schedule, Employees in that unit shall be awarded the new shifts based on seniority.

6. Miscellaneous:

(a) If an employee must work through break period, the break must be rescheduled later within that shift.

(b) An Employee on a unit that is flextime may not request to go back to a five (5) day a week (normal) schedule and remain on the unit; however, he/she may request a transfer.

(c) Employees who work the 7:00 p.m. - 7:15 a.m. shift shall be paid the night shift differential at the rate of \$3.0769 per hour for all hours worked.

(d) Jury Duty, Death, Family and Marriage days will be calculated in hours and subtracted from the hours the Employee is scheduled to work.

7> Innovate Scheduling

The Employee and the Union recognizes the benefits of using the innovative scheduling practices. Determination of the units that would best benefit from innovative scheduling will be decided by operational, financial and patient care needs of the unit. This decision will be made by input from the unit staff and the nurse manager in discussion with the Vice President/Nursing Services.

With this decision being positively made, a trial period of ninety (90) days shall be instituted. For innovative scheduling to be trialed a majority of the RNs must be in agreement. Following the ninety (90) day trial period, the RNs will vote on the innovative scheduling and should be accepted by 100% of the

nurses in the unit. If the innovative scheduling is mutually agreed upon management and the RNs the innovative schedule will be initiated, if not, traditional scheduling will be maintained. If operational, financial or patient care needs of the unit change, innovative scheduling will be re-evaluated by the Vice President/Nursing Services. In conjunction with department manager and unit staff representation and discussed.

EXHIBIT C

Shift Differentials

For RN's the shift differential shall be:

From 4 p.m. to 12 a.m. - \$4,000 per year

From 12 a.m. to 8 a.m. \$6,000 per year

Mr. Dennis Rivera
President
1199 National Health and Human
Service Employees Union, SEIU, AFL-CIO
310 West 43rd Street
New York, New York 10036

Dear Mr. Rivera:

Should the Hospital agree to an economic package with NYSNA at St. John's Riverside Hospital which is more favorable then that agreed to for the RN's at Yonkers General Hospital, the more favorable package shall be applied to the Yonkers General RN's.

Sincerely,

Jim Foy
President & C.E.O.

Mr. Dennis Rivera
President
1199 National Health and Human
Service Employees Union, SEIU, AFL-CIO
310 West 43rd Street
New York, New York 10036

Dear Mr. Rivera:

Consistent with the pension provisions contained within the parties agreement, employees at Yonkers General Hospital may continue to make contributions on their own behalf up and through September 30, 2004 into the Hospitals' 403(s) Pension Plan.

Sincerely,

Jim Foy
President & C.E.O.

Mr. Dennis Rivera
President
1199 National Health and Human
Service Employees Union, SEIU, AFL-CIO
310 West 43rd Street
New York, New York 10036

Dear Mr. Rivera:

Re: Michael Malotz Skilled Nursing
Facility (Facility)

This letter is delivered to you simultaneously with the executive of
the Collective Bargaining Agreement.

On behalf of Riverside Healthcare Systems, Inc. I represent that
within five (5) days of a demand for recognition of facility
employees, the facility shall consent to a card count pursuant to the
" Ralph Berger Card Count Designation Letter" , which will be annexed
hereto. Further, the system shall follow the guidelines for
organizing campaigns annexed to this agreement.

Sincerely,

Jim Foy
President & C.E.O.

Mr. Jim Foy
President/CEO
St. John's Riverside Hospital and
Yonkers General Hospital
St . John's Riverside Hospital
967 North Broadway
Yonkers, NY 10701

Dear Mr. Foy:

Upon the execution of a new Agreement between the League and the Union, the Union will recommend to the respective Fund Trustees that any changes to the National Benefit Fund and Pension Plans (or other Union Funds) inuring to the Benefit of League Participants also be applied to this Hospital.

EXHIBIT B
FLEX SHIFT SCHEDULING

1. Flex scheduling offers Employee the opportunity to change their contractual normal workday and normal work week by working less days per week, but more hours per day. There will be no change in the Employee's base compensation week.

2. (a) Any modification in the existing shift arrangements shall be agreed to in writing by both the Hospital and the Union and must conform to the terms and conditions of this agreement unless otherwise specified and agreed to.

(b) Openings in flex shifts shall be treated as lateral transfers except as set forth in paragraph 5(b) with respect to the conversion of units to flex.

3. Employees who work a flex shift are entitled to all of the same rights and benefits as set forth in the CBA between the parties except as amended below:

(a) Full-time employees will accrue salary and benefits on the equivalent basis of 1950 hours each year; pro-rated for part-time employees.

(b) The normal work day of each Registered Professional Nurse will consist of 11.5 hours. There will be a 45 minute unpaid meal period and 2 fifteen minute paid rest periods. The first shift will begin at 7 AM and will end at 7:15 PM. It is understood that there are flex shifts that start and end at alternate times.

(c) The normal day and bi-weekly work schedule will consist of 13 shifts in each 28 day scheduling period. Each full-time employee shall be scheduled to work 3 such shifts for three weeks and 4 shifts per week in one week. An Employee shall not be scheduled to work more than 3 consecutive days unless mutually agreed upon.

(d) Employees working in excess of their normally scheduled workday or work week as defined in Section (c) will receive the overtime rate for that time, however, there shall be no pyramidal overtime in any case. When overtime is necessary, an Employee on a flexible schedule will work no more than 16 consecutive hours at one time

4. All references in the CBA to compensation for time not worked will be deemed to be in terms of hours. (i.e., 5 days will be interpreted as 37.5 hours. Each participant in the flex program shall take any such time earned in full shift blocks unless specifically approved by the Hospital. As an example, each participant will accrue 90 hours of sick leave on an annual basis.

(a) Any time accrued prior to the Employees entrance into the flex program will also be converted to hours.

5. Maintenance of the Flex Program: The conversion of schedules from regular to flex schedules shall not result in any reduction in the number of budgeted FTEs employed on those units. In units that are converting back to a flex schedule, Employees in that unit shall be awarded the new shifts based on seniority.

6. Miscellaneous:

(a) If an employee must work through break period, the break must be rescheduled later within that shift.

(b) An Employee on a unit that is flextime may not request to go back to a five (5) day a week (normal) schedule and remain on the unit; however, he/she may request a transfer.

(c) Employees who work the 7:00 p.m. - 7:15 a.m. shift shall be paid the existing night shift differential.

(d) Jury Duty, Death, Family and Marriage days will be calculated in hours and subtracted from the hours the Employee is scheduled to work.

7> Innovate Scheduling

The Employee and the Union recognizes the benefits of using the innovative scheduling practices. Determination of the units that would best benefit from innovative scheduling will be decided by operational, financial and patient care needs of the unit. This decision will be made by input from the unit staff and the nurse manager in discussion with the Vice President/Nursing Services.

With this decision being positively made, a trial period of ninety (90) days shall be instituted. For innovative scheduling to be trialed a majority of the RNs must be in agreement. Following the ninety (90) day trial period, the RNs will vote on the innovative scheduling and should be accepted by 100% of the nurses in the unit. If the innovative scheduling is not accepted

agreed upon management and the RNs the innovative schedule will be initiated, if not, traditional scheduling will be maintained. If operational, financial or patient care needs of the unit change, innovative scheduling will be re-evaluated by the Vice President/Nursing Services. In conjunction with department manager and unit staff representation and discussed.

