

K # 8008

2,000 workers

*agreement between*  
**The New York State Nurses Association &**

**St. Luke's Roosevelt Hospital Center**  
**January 1, 2002 - December 31, 2004**

88 pages

# TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>1. AGREEMENT SCOPE</b> .....	<b>1</b>
<b>2. ASSOCIATION STATUS</b> .....	<b>2</b>
2.01 RECOGNITION.....	2
2.02 ASSOCIATION MEMBERSHIP.....	2
2.03 DEDUCTION OF ASSOCIATION DUES.....	3
2.04A ASSOCIATION BUSINESS: LOCAL REPRESENTATIVE.....	4
2.04B ASSOCIATION BUSINESS: LOCAL REPRESENTATIVE/RELEASE PERSON.....	5
2.05 ASSOCIATION BUSINESS: GENERAL REPRESENTATIVE.....	5
2.06 ASSOCIATION BUSINESS: BULLETIN BOARDS/MAILBOXES/FILE CABINETS.....	5
<b>3. PROFESSIONAL PRACTITIONER STATUS</b> .....	<b>6</b>
A. EMPLOYEE RECOMMENDATIONS.....	6
B. NON-NURSING FUNCTIONS.....	6
C. STAFFING.....	6
D. CORPORATE LABOR/MANAGEMENT COMMITTEE.....	7
1. Structure.....	7
2. Staffing Issues.....	8
3. Guidelines.....	9
4. Protest of Assignment.....	9
3.01 COUNCIL OF NURSING PRACTITIONERS.....	11
3.02 JOINT NURSING-MEDICAL PRACTICES COMMITTEE.....	11
3.03 CENTRAL EDUCATION COMMITTEE.....	11
3.04 STANDING COMMITTEES.....	11
3.05 STAFF DEVELOPMENT PROGRAMS.....	12
3.06 APPOINTMENT TO POSITION.....	14
<b>4. EMPLOYEE STATUS</b> .....	<b>15</b>
4.01 CLASSIFICATION.....	15
4.02 REGULAR FULL-TIME EMPLOYEE.....	15
4.03 REGULAR PART-TIME EMPLOYEE.....	15
4.04 PER DIEM EMPLOYEE.....	15
4.05 HOME CARE ISSUES.....	16
4.06 TEMPORARY EMPLOYEE.....	17
4.07 PROBATIONARY PERIOD.....	17
4.08 POST-PROBATIONARY DISCIPLINE.....	18
4.09 SENIORITY: DEFINITION.....	18
4.10 SENIORITY: ACCRUAL AND ACQUISITION.....	18
4.11 SENIORITY: LOSS OF SENIORITY.....	18
4.12 SENIORITY: APPLICATION.....	19
4.13 SENIORITY: LISTS.....	20
4.14 TRANSFERS.....	20
4.15 REINSTATEMENT.....	21
<b>5. WORK TIME</b> .....	<b>21</b>
5.01 NORMAL WORKDAY.....	21
5.02 NORMAL WORKWEEK.....	21
5.03 ALTERNATE WORKDAY AND WORKWEEK.....	22
5.04 WORK SCHEDULES.....	24
5.05 OVERTIME WORK: COMPENSATING TIME OFF.....	24
5.06 WORK OBLIGATION.....	25
5.07 EMPLOYMENT SECURITY.....	25
5.08 LAYOFF.....	25
5.09 RECALL.....	30
5.10 SEVERANCE PAY.....	31
5.11 WEEKEND SCHEDULE.....	31
5.12 FLOATING.....	31

# **NYSNA**

**NEW YORK STATE NURSES ASSOCIATION**

---

The New York State Nurses Association (NYSNA), the professional organization for registered nurses in New York State, is a constituent of the American Nurses' Association. It is a multi-purpose organization with four program areas - Nursing Education, Nursing Practice and Services, Legislation, and Economic and General Welfare. NYSNA offers RNs a unique opportunity to join together in activities of mutual interest.

<b>6.</b>	<b>MONETARY BENEFITS: COMPENSATION FOR TIME WORKED .....</b>	<b>32</b>
6.01A	REGULAR COMPENSATION RATE .....	32
6.01B	BASE COMPENSATION RATE .....	33
6.02	PREMIUM COMPENSATION RATE: OVERTIME WORK .....	33
6.03	PREMIUM COMPENSATION RATE: LIMITATIONS .....	33
6.04	PAY PERIOD/PAYROLL ISSUES .....	34
<b>7.</b>	<b>MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED .....</b>	<b>34</b>
7.01	HOLIDAYS: DESIGNATION .....	34
7.02	HOLIDAYS: ENTITLEMENT .....	35
7.03	HOLIDAYS: PAY OR EQUIVALENT TIME OFF .....	35
7.04	PERSONAL DAYS AND VOTING PRIVILEGES .....	36
7.05	VACATIONS: AMOUNT .....	36
7.06	VACATIONS: PAY .....	37
7.07	VACATIONS: ENTITLEMENT .....	37
7.08	VACATION: SCHEDULING .....	37
7.09	SICK LEAVE: ENTITLEMENT AND EARNING .....	38
7.10	SICK LEAVE: PAY .....	39
7.11	WORKERS' COMPENSATION .....	39
7.12	INCUBATION PERIODS .....	40
7.13	SICK BANK/DISABILITY OPTION .....	40
7.14	LEAVE FOR DEATH IN FAMILY .....	41
7.15	MARRIAGE LEAVE .....	41
7.16	FAMILY EVENT LEAVE .....	41
7.17	JURY DUTY: AMOUNTS .....	42
7.18	JURY DUTY: PROCEDURE .....	42
7.19	PAID LEAVE OF ABSENCE: LIMITATIONS .....	42
7.20	REST PERIOD .....	42
7.21	CHECK CASHING .....	43
<b>8.</b>	<b>UNPAID LEAVE .....</b>	<b>43</b>
8.01	MEAL PERIOD .....	43
8.02	PERSONAL LEAVE: BASIS AND AMOUNT .....	43
8.03	PERSONAL LEAVE: PROCEDURE .....	44
8.04	PERSONAL LEAVE: LIMITATION .....	44
8.05	MILITARY LEAVE .....	44
<b>9.</b>	<b>MONETARY BENEFITS: HEALTH AND PENSION INSURANCE .....</b>	<b>44</b>
9.01	NEW YORK STATE NURSES ASSOCIATION BENEFITS FUND .....	44
9.02	NEW YORK STATE NURSES ASSOCIATION PENSION PLAN .....	46
9.03	PENSION SUPPLEMENT .....	49
9.04	RETIREMENT PAYMENTS .....	49
9.05	RETIREMENT HEALTH COVERAGE .....	49
<b>10.</b>	<b>MONETARY BENEFITS: MISCELLANEOUS .....</b>	<b>50</b>
10.01	TERMINAL BENEFITS .....	50
10.02	RESIGNATION .....	50
10.03	SHIFT DIFFERENTIAL: EVENING AND NIGHT SHIFTS .....	50
10.04	EXPERIENCE DIFFERENTIAL .....	50
10.05	EDUCATIONAL DIFFERENTIAL .....	51
10.06	DIFFERENTIAL FOR WORK IN A HIGHER CLASSIFICATION .....	52
10.07	IN-CHARGE DIFFERENTIAL .....	52
10.08	ON-CALL .....	52
10.09	TUITION REFUND .....	53
10.10	UNIFORM ALLOWANCE .....	54
10.11	CERTIFICATION DIFFERENTIAL .....	54
10.12	PRECEPTORSHIP DIFFERENTIAL .....	54
10.13	FLOAT POOL DIFFERENTIAL .....	54
10.14	VOLUNTARY SUBJECT-TO-CALL .....	54
<b>11.</b>	<b>HEALTH AND SAFETY .....</b>	<b>55</b>
11.01	HEALTH EXAMINATION .....	55
11.02	HOSPITAL CENTER OBLIGATION .....	55

11.03	EMPLOYEE OBLIGATION .....	56
11.04	EMPLOYEE ASSISTANCE PROGRAM.....	56
<b>12.</b>	<b>BUSINESS OR EMPLOYMENT INTERRUPTION.....</b>	<b>56</b>
<b>13.</b>	<b>MANAGEMENT RIGHTS .....</b>	<b>56</b>
<b>14.</b>	<b>AGENCY NURSES .....</b>	<b>57</b>
<b>15.</b>	<b>GRIEVANCE ADJUSTMENT.....</b>	<b>57</b>
15.01	SCOPE .....	57
15.02	INFORMAL DISCUSSION .....	57
15.03	PROCEDURE AND TIME LIMITS: STEP ONE.....	58
15.04	PROCEDURE AND TIME LIMITS: STEP TWO.....	58
15.04A	REPORTS TO OFFICE OF PROFESSIONAL DISCIPLINE (OPD).....	59
15.05	PROCEDURE AND TIME LIMITS: STEP THREE.....	59
15.06	PROCEDURE AND TIME LIMITS: STEP FOUR.....	59
15.07	NON-NURSING DEPARTMENT GRIEVANCE PROCEDURE.....	59
15.08	ARBITRATOR'S POWERS: LIMITATION.....	60
15.09	TIME LIMITS.....	60
15.10	EXPEDITED ARBITRATION .....	60
<b>16.</b>	<b>EMPLOYEE FACILITIES .....</b>	<b>60</b>
16.01	PARKING .....	60
16.02	HOUSING.....	60
<b>17.</b>	<b>NON-DISCRIMINATION.....</b>	<b>61</b>
<b>18.</b>	<b>MISCELLANY .....</b>	<b>61</b>
18.01	DEFINITIONS.....	61
18.02	NOTICE TO PARTIES.....	61
18.03	SEPARABILITY.....	62
18.04	SUCCESSION .....	62
18.05	COMPLETE AGREEMENT.....	62
18.06	MEETINGS.....	62
18.07	CHANGES IN POSITION DESCRIPTIONS .....	62
18.08	CHILD CARE.....	62
18.09	ACCESS TO MASTER PLAN INFORMATION.....	63
18.10	JOB SHARING .....	63
18.11	LATEX ALLERGY PREVENTION.....	63
<b>19.</b>	<b>AMENDMENT.....</b>	<b>63</b>
<b>20.</b>	<b>EFFECTIVE DATES AND DURATION .....</b>	<b>63</b>
<b>21.</b>	<b>TERMINATION.....</b>	<b>63</b>
	<b>EXECUTION.....</b>	<b>64</b>
	<b>SCHEDULE A – SALARY SCHEDULE .....</b>	<b>65</b>
	<b>SCHEDULE B1 – CURRENT ST. LUKE'S STAFFING GUIDELINES .....</b>	<b>67</b>
	<b>SCHEDULE B1 – CURRENT ROOSEVELT STAFFING GUIDELINES.....</b>	<b>68</b>
	<b>ADDENDUM AGREEMENT SIGNATURE PAGE .....</b>	<b>69</b>
	<b>ADDENDUM A – AGREEMENT RE: ANTI-NEOPLASTIC AGENTS, OFFICE SPACE, LOUNGES AND LOCKERS, BULLETIN BOARDS, CHILD CARE .....</b>	<b>70</b>
	<b>ADDENDUM B – LETTER OF AGREEMENT REGARDING VARIOUS ISSUES .....</b>	<b>71</b>
	<b>ADDENDUM C – SICK TIME DONATION FOR CATASTROPHIC ILLNESS OR INJURY POLICY .....</b>	<b>74</b>
	<b>ADDENDUM D – ALTERNATE WORK SCHEDULES (AWS) .....</b>	<b>77</b>
	<b>ADDENDUM E – SLRHC RETIREE MEDICAL COVERAGE.....</b>	<b>78</b>
	<b>ADDENDUM F – ARBITRATOR LIST.....</b>	<b>79</b>

<b>ADDENDUM G – RETIREE INCENTIVE PROGRAM.....</b>	<b>80</b>
<b>ADDENDUM H – STAFFING GUIDELINES ENHANCEMENT .....</b>	<b>81</b>
<b>ADDENDUM I – HOUSING LETTER .....</b>	<b>82</b>
<b>ADDENDUM J – 5.03 AWS CHANGES .....</b>	<b>83</b>
<b>EXHIBIT A – NYSNA DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION .....</b>	<b>84</b>

## **PREAMBLE**

AGREEMENT between (1) St. Luke's-Roosevelt Hospital Center; St. Luke's Site at 1111 Amsterdam Avenue and Roosevelt Site at 1000 10th Avenue, New York, NY (herein called "Hospital Center") and (2) New York State Nurses Association (herein called "Association").

The Hospital Center and the Association recognize their common interests beyond their collective bargaining relationship. Thus they pledge to strive together to insure the highest quality of service by the Hospital Center and the highest quality of standards of professional nursing care and practice.

## **1. AGREEMENT SCOPE**

This agreement covers each full-time (herein called "regular full-time"), part-time (herein called "regular part-time"), per diem and temporary employee licensed or otherwise lawfully entitled to practice as a registered professional nurse (herein called "employee") employed by the St. Luke's-Roosevelt Hospital Center to perform registered professional nursing as:

- Staff Nurse
- Quality Assurance/Utilization
- Review Nurse (effective 5/27/89)
- Discharge Planning Nurse
- Assistant Nursing Care Coordinator
- Instructor
- Infection Control Practitioner (Nurse Epidemiologist)
- Clinical Specialist
- Nurse Practitioner
- Public Health Nurse
- Home Care Nurse
- Clinical Studies Nurse I and II
- Perinatal Nurse

and at the Roosevelt Site only:

- Nurse Anesthetist
- Anesthesia Clinical Instructor
- Anesthesia Instructor

and at the St. Luke's Site only:

- Nurse Midwife (effective 5/27/89)

and excluding from both the non-supervisory and supervisory units:

- Sr. Vice President for Patient Care Services
- Directors of Patient Care Services
- Chief Nurse
- Manager of Nurse Recruitment
- Nurse Manager
- Administrative Coordinator
- Clinical Administrative Liaison Nurse

and from both Sites and Corporation all office, clerical, managerial and supervisory employees employed in the Department of Nursing.

Registered professional nurses who are not members of the bargaining unit shall not routinely perform bargaining unit work.

The Hospital Center acknowledges that the Association has an abiding interest in maintaining the integrity of the current scope of nursing practice and the bargaining unit. The Employer shall meet, confer, and explore with the Association alternative options prior to instituting changes in the bargaining unit.

The Hospital Center will notify the Association at least thirty (30) calendar days prior to changing a title/position, establishing a new title/position, or deleting a title/position within the bargaining unit. Prior to implementation of such changes, the Employer shall meet, confer, and explore with the Association alternative options. The Association and Hospital Center shall negotiate regarding the job rate for such job and if no agreement can be reached by negotiation, the Association may process a claim for a change in the job rate for such classification in accordance with the provisions of Section 15 of the agreement. The Hospital Center shall consult with the Association on other effects of such change.

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

This agreement applies to all bargaining unit members. Exceptions to any provisions of this agreement shall be specifically stipulated.

## **2. ASSOCIATION STATUS**

### **2.01 Recognition**

The Hospital Center recognizes the Association as the exclusive collective bargaining representative of every employee covered by this agreement.

### **2.02 Association Membership**

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Association in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the effective date of this agreement [or the execution thereof, whichever is later] become and remain members in good standing of the Association. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the effective date, or the execution thereof, whichever is later, on or after the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing of the Association.

Hospital Center shall notify Association and local membership chairperson in writing of each new employee within fifteen (15) workdays of the employee's employment, and each terminated employee by the fifteenth (15th) day of each month after the employee's termination.

Association shall notify Hospital Center in writing of any employee who has failed to join the Association, and shall request that Hospital Center terminate employment of said employee within ten (10) days of said notification.

Whenever the Association shall charge that any employee, who is required by the provision of this paragraph to remain a member of the Association in good



standing has failed to do so and shall request the discharge of such employee, the Hospital Center shall be so informed by the Association by certified or registered mail and the Hospital Center shall have fourteen (14) working days following the receipt of such notice to take action on the requested discharge. If during said fourteen (14) day period, the employee shall pay delinquent dues, the Hospital Center shall not be required to discharge such employee.

"Good Standing" for the purpose of this agreement shall mean the payment or tender of periodic dues, uniformly required as a condition of retaining membership to the Association. The Association shall indemnify and hold the Hospital Center harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Hospital Center in fulfilling the terms of this paragraph.

On a monthly basis, the Employer will provide the following information:

- New Hires: Name, address, date of hire, SS#, and job title.
- Terminations: Name, SS#, and termination date.
- LOA's (going out): Name, SS#, and effective date of leave.
- LOA's (returning): Name, address, date of return, SS# and job title.
- Bargaining Unit to Non-Bargaining Unit: Name, SS#, and date leaving bargaining unit.
- Non-bargaining unit to Bargaining Unit: Name, address, date entering bargaining unit, SS#, and job title (in bargaining unit).

On a quarterly basis, the Employer will provide the following information for all employees.

Name	Payroll Status
Address	New Hire
Home phone number	Continuously Employed
Date of Hire	Revoked Check-Off
Social Security Number	Terminated/Laid Off
Title	Rehire/Reinstated
Unit Employed	
Employment Status (FT, PT/PD)	

### **2.03 Deduction of Association Dues**

An employee after thirty (30) working days, desiring to become a member of the Association may execute a written authorization in the form annexed hereto as Exhibit A. The Hospital Center shall provide each employee with a copy of Exhibit A, Dues Assignment and Deduction Authorization in the new employee orientation packet provided to each new employee. The employer shall provide NYSNA with written notice of those new employees who have received a copy of Exhibit A.

Upon receipt of such an authorization from an employee, the Hospital Center shall, pursuant to such authorization, deduct from the wages due employee each month and remit to the Association each month the dues fixed by the Association.

The Hospital Center shall be relieved from making such "check-off" deductions upon: (a) termination of employment; (b) transfer to a title other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Hospital Center will immediately resume the obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization card. The Hospital Center shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction.

By the 15th of each month the Hospital Center shall remit to the Association all deductions for dues made from the salary of employees from the preceding month, together with a list of all employees from whom dues have been deducted, including social security numbers and dates of hire.

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

#### **2.04A Association Business: Local Representative**

The Association will notify the Assistant Vice President for Nursing and Patient Services of its local employee representatives who are authorized to deal with the Hospital Center about employment conditions and adjustments of any problems arising under this agreement. Association will notify the Associate Vice President for Human Resources in writing of said representatives' designation and authority and any change in either. Employees will engage in Association activities while on Hospital time only when expressly permitted to do so. An employee whose grievance is scheduled during hours outside the employee's regular hours of work will be paid at his/her regular rate of pay.

Time off without pay for Council officers for official Association meetings shall not be unreasonably denied.

The Hospital Center shall provide up to a total of five (5) days per year for employees, not limited to elected representatives, for attendance at arbitrations at such employees' regular rate of compensation. Such days shall be allocated between the Sites at the discretion of the Association.

The Hospital Center will allocate to the Association, to divide among Local Representatives, four hundred fifty (450) hours (at straight time rate) to compensate Local Representatives for time spent in dealing with the Hospital Center about employment conditions and adjustments of any problems arising under this agreement during their off duty hours. Such time shall not include time spent for membership meetings; nor shall it include attendance at standing committee meetings set forth in Section 3.05. This time is not cumulative. The

Association shall provide the Hospital Center with an accounting for the payment of such compensation on a monthly basis.

Prior to the hearing of a class action grievance, the Employer and the Association shall mutually agree upon the number of members of the class to be paid at the grievance.

**2.04B Association Business: Local Representative/Release Person**

The Hospital Center shall provide for the release of one (1) full-time employee from his/her work assignment for the purpose of dealing with the Hospital Center in matters affecting bargaining unit employees.

The Association shall designate the employee to be released and shall inform the Hospital Center of its designee. The parties agree that the representative shall be the initial contact for all matters relating to contract administration and shall serve in successive one (1) year terms.

Such individual shall be entitled to all applicable benefits of the current collective bargaining agreement, including shift differential when applicable. The employee shall be allowed to return to his/her former position (same unit and same shift).

The release person shall be considered an employee for the purposes of Section 5.08 Layoff.

Such individual shall be released to go to the New York State Nurses Association Convention. Cost of New York State Nurses Association Convention shall be paid by New York State Nurses Association.

**2.05 Association Business: General Representative**

A duly authorized General Representative of the Association may visit the Hospital Center premises by prearrangement with the Assistant Vice President for Nursing and Patient Services or Associate Vice President for Human Resources, at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees and the operation of the Hospital.

**2.06 Association Business: Bulletin Boards/Mailboxes/File Cabinets**

The Hospital Center will provide the Association with, and suitably locate three (3) bulletin boards at the Roosevelt Site and four (4) bulletin boards at the St. Luke's Site, on which to post official Association notices.

These bulletin boards will at all times carry a label, device or notice clearly identifying them as Association space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space.

The bulletin boards shall be locked and a key held by the Hospital Center and an Association representative.

The Association shall have access to unit bulletin boards to the extent necessary to communicate with employees.

The Hospital Center shall provide one (1) mailbox at each Site for internal Association use.

The Hospital Center shall provide a locked file cabinet for exclusive Association use at each Site.

### **3. PROFESSIONAL PRACTITIONER STATUS**

#### **A. Employee Recommendations**

The Hospital Center recognizes that due to their specialized education and experience, the employees covered by this agreement have a unique contribution to make towards maintaining and improving professional nursing care at the Hospital Center and that, therefore, procedures should be developed whereby the views and recommendations of the employees covered by this agreement can be heard and considered in the decision-making process within the Hospital Center.

#### **B. Non-Nursing Functions**

The Employer and the Association recognize that the performance of non-nursing functions by registered nurses impedes their ability to deliver quality, cost-effective patient care and is not intended to be a part of their responsibilities.

The Employer, therefore, agrees that registered nurses shall not perform non-nursing functions such as:

1. Ordering/stocking supplies;
2. Emptying garbage;
3. Washing/making beds upon discharge and for admissions, except bed-changing that is part of ongoing care;
4. Transporting bodies to the morgue;
5. Transporting patients for routine tests and stretcher preparation;
6. Transporting patients being discharged;
7. Moving beds with or without patients within a unit or to a unit unless, within the judgment of the RN, it is deemed that the RN should accompany the patient;
8. Laboratory specimen pickups;
9. Pharmacy stat med orders sheets/delivery to the unit;
10. The routine performance of housekeeping functions.

It is agreed that RNs on units with assigned clerical employees are not expected, on a routine basis, to answer telephones, perform the actual transcription of MD Orders (except when professionally appropriate) and schedule appointments and procedures unless directed by his/her supervisor as specifically necessary for patient care. The Hospital Center will continue its ongoing consideration of improvements in clerical support for RNs and in this regard will initially increase the number of night shift floating unit clerks at each Site to four (4).

#### **C. Staffing**

Mutually agreed upon RN staffing guidelines are memorialized in Schedule B1 of this agreement. The Hospital Center agrees to meet both the current and improved staffing guidelines through the use of filled positions or, in the case of

vacancies, supplemental staffing, i.e., voluntary overtime, per diem and agency nurses.

The Hospital Center acknowledges that patient care needs require an assessment of the adequacy of the RN table of organization. When the character of a unit has changed, Nursing Administration shall have the authority in consultation with the Association in the corporate Labor-Management Committee Forum, to modify unit-by-unit, shift-by-shift assignments. It may not reduce the total number of authorized RN positions during the term of this agreement without consultation with the Association and the Executive Committee except under the conditions set forth below.

It is understood by both parties that, as the Hospital Center's patient care units at both Sites continue to be relocated to the new facilities, the configuration of RN staffing will need to be changed due to both a potential reduction in beds as well as to a reconfiguration of the size of patient units. The Hospital Center and the Association agree to discuss, with at least sixty (60) days notice to the Association, in the Labor-Management Committee Forum, the establishment of new staffing guidelines. It is understood that, if the Hospital Center's bed complement is reduced, its RN table of organization may be reduced commensurately.

Nothing in this provision precludes the Hospital Center, as a result of financial difficulties, from engaging in a reduction of force that will affect this bargaining unit.

The Hospital Center is consistently monitoring census fluctuations. It shall use the guideline of 15-20% of the average occupancy rate to make daily adjustments to the staffing guidelines. The parties recognize that other restrictions may exist which render this rule inapplicable on a given unit.

On units where acuity has increased, the minimal staffing guidelines shall be supplemented, as the Hospital Center is able, through the use of voluntary overtime, an active float pool and subject to call.

A claim by the Association or its members that the Hospital Center has failed to comply with the expressed commitment contained in this provision and Schedules B1 shall be subject to the grievance and arbitration procedure set forth in Article 15 of the agreement. Both parties commit themselves to an interpretation of this provision that shall not be unreasonable.

#### **D. Corporate Labor/Management Committee**

##### **1. Structure**

The Hospital Center and the registered nurses agree on the shared goal of safe, high quality patient care and are committed to jointly achieving this goal.

- a. The Corporate Labor/Management Committee is the forum for discussion of nurse staffing requirements. The Committee shall be comprised of the NYSNA Executive Committee from both sites, the Senior Vice President for Patient Care Services, the Corporate Vice President for Human Resources, the Chief Nurse, a Director of Patient Care Services and the Director of Labor Relations.

- b. The CLM shall function in an atmosphere that fosters group decisions through cooperative relationships between management and employees provided that this does not preclude the registered nurse representatives from exercising their rights under other provisions of the agreement.
- c. Meetings will be held monthly in accordance with a predetermined schedule. Reminder notices shall be sent. Best efforts will be made not to cancel monthly meetings. However, cancelled meetings shall be held within a week of the cancellation at the request of either party.

## **2. Staffing Issues**

- a. The Committee will explore and evaluate other systems of delivery of patient care. In making its evaluations regarding the need for increased nurse staffing requirements, the CLM shall, together with input from registered nurses on the unit, take into account the following criteria:
  - Patient acuity;
  - Unit occupancy;
  - Qualifications of staff;
  - Staffing mix;
  - Productivity;
  - Unit geography;
  - Nature of service;
  - Number of admissions and discharges on each shift;
  - Vacancies (including sick calls);
  - Availability of supplemental staff (overtime, per diem, agency, float);
  - Budgetary parameters.

In addition, federal, state and local regulations and JCAHO regulations shall be considered.

- b. CLM requests for staffing records or other pertinent information will be provided for confidential review at the regular CLM meetings. Methodology for services such as outpatient settings, QA/UR, CRNAs, and Instructors will be developed over the term of the contract.
- c. The CLM is empowered to review, evaluate and reach conclusions based on the foregoing criteria regarding the need for increased nurse staffing in the Hospital Center generally and on a unit-by-unit basis at the Hospital Center.
- d. Upon completion of review(s) of a unit or units, the CLM shall submit its conclusions to the Senior Vice President for Patient Care Services in consultation with the Chief Nurse and Directors of Nursing, for joint discussion to begin within ten (10) days of submission. The Senior Vice President, Nursing and Patient Services will respond within ten (10) days following the discussion. If the CLM does not receive a

satisfactory response, the decision may be appealed to the President or designee who will respond in writing within ten (10) days.

- e. Following review, it is the Hospital Center's intention to approve and implement CLM conclusions developed in accordance with the foregoing process. To the extent that implementing an approved plan would require an increase in staff, the Hospital Center will phase in such staff.

### **3. Guidelines**

The Hospital Center recognizes and encourages the role of the professional nurse in setting priorities for patient care delivery on individual patient units. Consistent with this, the Committee will develop and update guidelines which will provide options and alternatives to be used in those instances when the required nursing care hours are greater or lesser than the available staff hours and will include a method for prioritizing nursing care. These guidelines may include, but are not limited to, float pool, voluntary subject-to-call pay, use of agency and per diem nurses, use of alternate weekend schedule, and Tailor Time, but not mandatory overtime. In addition, this list shall include guidelines for determining the appropriate use of nurse management personnel in performing direct patient care. Following review, the Hospital Center is responsible for implementation of CLM guidelines within thirty (30) days of receipt thereof. This implementation shall not be arbitrarily or capriciously denied.

### **4. Protest of Assignment**

- a. In the event that a registered nurse questions an assignment based on her/his professional judgment of the safety of her/his staffing on that shift, the nurse shall immediately notify the responsible Administrative Coordinator or Nurse Manager Supervisor or designee. The Administrative Coordinator or the Nurse Manager Supervisor or designee shall appear on the unit within thirty (30) minutes, or as soon as possible in the event of multiple requests or an emergency occurring at the same time, and will review the assignment and make a determination in writing on a Protest of Assignment Form as to whether the assignment is safe.

The Administrative Coordinator, Nurse Manager, Supervisor or designee will report the Protest of Assignment to the Director of Patient Care Services at the completion of the shift or upon the Director of Patient Care Services return to work if the Protest of Assignment occurs on the evening or night shifts.

- b. If the response to a POA from the Administrative Coordinator or Nurse Manager is determined by the RN to be inadequate, then the RN has the option to request from the Director of Patient Care Services a written response within ten (10) working days.

The Director of Patient Care Services will not be required to respond in writing to protests in situations where proven efforts were made to provide staffing.

If a satisfactory agreement is not reached with the Director of Patient Care Services written response to the affected registered nurses, the matter will be presented at a Step three hearing. The hearing shall be scheduled within five (5) working days and heard within ten (10) days unless otherwise mutually agreed by both parties. The Hospital's response shall be given within five (5) days following the hearing.

The Hospital Center agrees to hear multiple Protests of Assignment filed for the same unit, same shift, as a class action grievance at Step Three.

- c. An employee shall not in any way or manner be disciplined for questioning any assignment.
- d. If a satisfactory resolution is not reached at the Step three hearing, the matter may be submitted to a confidential, advisory arbitration proceeding before a non-party healthcare professional (Arbitrator) mutually acceptable to the Hospital Center and the Association.
- e. The issue before the Arbitrator shall be whether an unsafe patient care condition exists as alleged in the Protest.
- f. In the event the parties cannot mutually agree on the identity of said neutral, the rules for voluntary arbitration of the American Arbitration Association shall be invoked, per section 15.06 but from a qualified health care panel.
- g. A confidential hearing shall be held before the arbitrator at which the Association and the Hospital Center will present relevant evidence in support of their positions. Such hearing shall be held within thirty (30) days of submission to a mutually acceptable neutral; otherwise, the time limits provided for within the AAA rules shall prevail.
- h. The parties agree to submit a joint request to the AAA to develop a qualified health care panel.
- i. Following the hearing, the arbitrator will issue a written report, and if deemed appropriate by the arbitrator, a recommendation regarding the protest to the NQAD and NYSNA. This report shall be discussed in confidence with CLM members at a meeting of the NQAD. The CLM members will also be advised of any actions to be taken as a result of the report. The RN who originally filed the protest shall have a right to attend this meeting. The report and any recommendations by the arbitrator hereunder shall be advisory only and may be accepted or rejected by the Hospital Center in its discretion. If NYSNA finds the resolution unacceptable, the report and recommendations may be judiciously utilized by the Association.
- j. On a case-by-case basis, should the Hospital Center conclude that the foregoing process is being used in a manner designed to harass or embarrass the Hospital Center, or in a manner otherwise inconsistent with the effective and efficient operation of the Hospital Center, the process will be suspended pending a decision by an



arbitrator selected pursuant to the Expedited Rules of AAA with regard to the Hospital Center's belief. However, such a claim of inconsistency, harassment or embarrassment will not be found if a valid complaint regarding unsafe patient care exists. If the arbitrator determines that the Hospital Center's allegation has no merit, the process shall resume. If the arbitrator determines that the Hospital Center's allegation has merit, the process for that particular case becomes null and void.

### **3.01 Council of Nursing Practitioners**

There shall be a Council of Nursing Practitioners at the Hospital Center.

#### **Membership**

Membership of the Council shall consist of all employees covered by this collective bargaining agreement.

### **3.02 Joint Nursing-Medical Practices Committee**

The Hospital Center shall maintain a Joint Nursing-Medical Practices Committee. The Committee shall be comprised of an equal number of representatives of the Council of Nursing Practitioners, Nursing Administration and Medical Staff, with each group selecting its own representatives and shall meet a minimum of once every three (3) months. The Committee shall address itself generally to all matters affecting patient care in the Hospital Center and, specifically, to areas of overlapping responsibilities which have implications for patient care.

The Committee shall have the authority to discuss the foregoing matters and to make such recommendations in these areas as it deems necessary and appropriate for consideration by Nursing Administration and the Medical Board. Any deadlocks in this Committee shall be resolved by the President or designee.

### **3.03 Central Education Committee**

A Central Education Committee composed of representatives of the Association and Nursing Administration shall be established. The charge of the Committee shall relate to the subjects of continuing education, tuition reimbursement, and the administration of those aspects of this agreement that relate to education and certification differentials.

Written recommendations of the Central Education Committee shall be referred to the Vice President, Nursing and Patient Services.

If the Central Education Committee is dissatisfied with the response, it may refer its written recommendation to the Vice President, Human Resources, whose written response will be final.

### **3.04 Standing Committees**

Management will cover attendance at standing committee meetings in the following manner:

1. Calendars shall be published in September and revised in March of each year with the express dates and times of meetings shown. NYSNA shall provide the Hospital Center with the names of the members of contractual committees.

2. RNs who are members of standing committees shall reinforce the dates/times their attendance is necessary at such meetings at the time work schedules are being developed.
3. To maximize attendance, the meeting times of committees composed of RNs only shall be scheduled at the start/end of shifts. The Hospital Center shall make best efforts to schedule the meeting times of committees composed of RNs and non-RNs at the start/end of shifts, but the parties acknowledge that such decision shall be left to the committee members themselves.

Since the attendance by RNs at the meetings of standing committees of which they are members is a high priority, at the time schedules are being developed, the Nurse Manager or applicable supervisor shall exercise his/her discretion to provide coverage staffing for the committee member, which may include overtime, but may also include, as mutually agreed, a day off. If a mutually agreed day off is utilized, the time spent at the committee meeting shall be compensated in pay or compensatory time off, at the discretion of Nursing Administration and, in this case, the fifth paragraph of Section 7.20 shall be applicable.

The Hospital Center shall produce minutes of the proceedings of all committees listed herein, and shall provide copies of such minutes to the Co-Chairpersons of the two sites.

Hospital Standing Committees covered by this section are:

Nurse Practice Committee  
Policy and Practice  
Nursing Nutrition  
CPR Code Committee

If any other Standing Committee is established, the Hospital shall notify the Association. The parties shall discuss whether RN participation in the committee is appropriate at the Labor/Management meeting. When appropriate, RN attendance shall be in accord with this Section.

Association contractual committees covered by this section are:

Corporate Labor/Management

### **3.05 Staff Development Programs**

The Hospital Center shall provide:

- A. A planned orientation program under the responsibility and direction of the Nursing Education Development and Research Department for a minimum of four (4) weeks for each new and/or inexperienced registered nurse. The Hospital Center shall maintain present practice of allotting time for Association during orientation.

Orientees who are new graduates with no prior work experience or other new hires with no prior experience in their area of assignment shall not be counted as staff.

Orientation to the charge responsibility shall be in addition to the regular orientation for new graduates with no prior work experience or other new hires with no prior experience in their area of assignment.

Before floating any employee from a unit to which employees described in this Section are assigned, the Hospital Center agrees to be governed by the procedures set forth in Section 5.07.

- B. A planned orientation program of one (1) week when an employee is permanently assigned to a new service.
- C. Orientation shall be of a nature so as to enable employees to demonstrate the ability to meet the minimum performance standards of their job description.
- D. An organized program of continuing education on work time, reasonable arrangements shall be made to permit each nurse to attend the educational programs.

Preplanned release time shall be scheduled for those registered nurses who are in need of improving their efficiency in CODE management to observe and participate in CODES occurring in other units. The parties understand that such release time is contingent upon the operational requirements of the unit.

It shall be the responsibility of Nursing Administration to ensure that nursing staff be proficient in code management, and that such proficiency shall be measured by established standards.

- E. Effective January 1, 1993, the Employer agrees to respond to requests for continuing education approval within two (2) weeks of submission of request. Time off and financial aid within reasonable limits, will be granted for participation in educational institutes, workshops or meetings. An annual amount of money, equal to \$190 times the number of RNs covered by this agreement at each Site, shall be budgeted and administered by the Vice President, Nursing Patient Services, Assistant Vice President, Nursing and Patient Service or designee in a reasonable and non-discriminatory manner, with recommendations from the Council, for expenses in attending such educational programs up to three (3) days per year. Additional days may be approved at the discretion of the Vice President, Nursing and Patient Services, Assistant Vice President, Nursing and Patient Services, or designee. Such authorization shall not be unreasonably withheld. An employee who believes that authorization has been unreasonably withheld may request review of that decision by the Central Education Committee. There shall not be any carryover of unused funds from year to year. Mandated courses shall not be charged to the Fund. A report on fund activity shall be issued quarterly and provided to the Association on or about 2/1, 5/1, 8/1, and 11/1 of each year.

RNs who regularly work a Monday through Friday schedule and request and are approved for participation and reimbursement in continuing education programs on Saturday or Sunday of a week shall receive one (1) compensatory day off with pay within a one (1) month period for each such day for which documentation of attendance is submitted to the Nursing

Office, provided the days of participation in such education program shall not be treated as time worked for the purpose of computing overtime.

The Hospital Center will pay reimbursable conference expenses within thirty (30) calendar days after submission of the reimbursement request to the Nursing Office at each Site, provided the employee has submitted all necessary documentation within sixty (60) calendar days after completion of said conference. Failure of an employee to submit documentation for reimbursement within the above described period will preclude reimbursement unless the employee presents a valid reason which is beyond his/her control for being unable to comply within the sixty (60) days. However, employees shall have the option of utilizing the Hospital Center travel agency for making their travel arrangements for expenses incurred herein.

At least one (1) CRNA shall be scheduled to attend the annual CRNA convention held in August for five (5) days and if staffing permits, one (1) additional CRNA may be scheduled for vacation during that week.

- F. Cooperative annual evaluation recording of a nurse's performance and experience. Each nurse shall be given the opportunity to enter written comments on this record. An evaluation shall be given at the end of the probationary period. Thereafter, each nurse shall receive a copy of the evaluation within five (5) working days of submitting a written request to the evaluator. The current practice with respect to giving employees access to their Hospital Center maintained folders on request, shall continue.
- G. Employees invited to speak before outside groups may be entitled to do so on Hospital time provided they receive prior approval from the Director of the Department or the Assistant Vice President for Nursing, as appropriate. In such instances, the employee will surrender any honorarium received to the Department Director or the Assistant Vice President for Nursing.

### **3.06 Appointment to Position**

Appointment to a position shall be in writing with the salary, position description, and differential stated. A copy of the employees' handbook and the contract, supplied by the Association, shall be given. All vacant positions covered by the agreement shall be posted for at least seven (7) days but no more than two (2) weeks at each Site prior to filling such vacancies from inside or outside the Hospital Center. The Hospital Center shall acknowledge receipt of bids for a posted position within seven (7) days and this acknowledgment will include a proposed interview date. All interviews for employees bidding for the posted position shall be conducted within three (3) weeks of the close of the posting period. The Hospital Center will make a decision with regard to employees bidding for the posted position within two (2) weeks of completion of interviews and will notify all applicants of that decision and any projected transfer date within seven (7) workdays after the decision is made. Any transfer to the posted position will take place no later than the start of the pay period beginning four (4) weeks after a decision to effectuate this transfer. Unsuccessful candidates will be offered a counseling session with the interviewing Nurse Manager or Department Head as applicable to discuss how such candidate may strengthen his/her position as a candidate for a future opening. All efforts shall be made to fill positions from within. All vacant positions from each site

shall be included in the Hospital Center Nursing Newsletter. The Hospital Center shall prepare on a biweekly basis a list of all vacant and available positions. Such list shall be available to any employee.

## **4. EMPLOYEE STATUS**

### **4.01 Classification**

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

### **4.02 Regular Full-Time Employee**

A regular full-time employee is an employee who has completed the probationary period and works seventy-five (75) hours or more per biweekly pay period unless otherwise specifically provided in the appointment of the individual to the position. A regular full-time employee will be eligible for all benefits provided in this agreement.

### **4.03 Regular Part-Time Employee**

A regular part-time employee is an employee who has completed the probationary period and regularly works less than seventy-five (75) hours in a biweekly pay period but who regularly works at least thirty (30) hours in a biweekly pay period and meets the requirements as provided in section 5.04. A regular part-time employee who qualifies herein will be eligible for prorated benefits.

### **4.04 Per Diem Employee**

A per diem employee is an employee who is not employed on a regular basis, but who works on a day-to-day basis as needed by the Hospital Center. These employees shall be eligible only for the salary schedule and grievance procedure contained herein and shall not be eligible for any benefits except that such employees shall be paid one and one-half (1½) times their regular rate of pay for work on Christmas Day, New Year's Day and one other mandated holiday.

Any per diem employee who works at least thirty (30) hours in a biweekly pay period shall have the option of transferring to a regular full-time or a regular part-time status. The request must be in writing and approved by the Assistant Vice President for Nursing. These employees must be able to rotate as provided for in section 5.04 and meet the requirements of regular full-time employees. A per diem employee who is accepted for transfer to regular full-time status will be eligible for all benefits provided in this agreement. A per diem employee who is accepted for transfer to regular part-time status will be eligible for prorated benefits. Such employees are subject to the probationary period for regular employees and will be slotted into the appropriate job classification in Schedule A, provided that a per diem employee who has worked at the Hospital Center a minimum of thirty (30) days in the immediately preceding six (6) month period and changes status to regular full-time or regular part-time shall serve only one-half (½) of the applicable probationary period (converted to hours for part-time and flex-time schedules).

A regular full-time or part-time employee who converts to per diem and remains available on a regular basis for per diem assignments shall, upon

reemployment, be credited with the accrued seniority he or she had at the time of the original conversion.

#### **4.05 Home Care Issues**

1. Bulletin Boards

The Hospital agrees to provide two (2) locked bulletin boards in Home Care for the exclusive use of NYSNA. One each will be placed on Scrymser 4 and Scrymser 5.

2. Preferential Recall

Employees who are displaced from their area of assignment will have preferential recall (by seniority) back to their functional area for a period of one (1) year from the date of displacement. The covered functional areas are: Intake, Field, MCH-field and Long Term. Managed Care is considered part of Intake for this purpose. The effective date of this provision is June 22, 1999.

3. Transportation

a) Mileage Reimbursement

The Hospital will reimburse nurses who use their cars for business and who complete required transportation documentation, at the IRS reimbursement rate.

b) Public Transportation

Employees who utilize public transportation will be reimbursed with the submission of appropriate documentation.

4. Labor Management Meetings

Every forty-five (45) days, representatives of Home Care Management and Human Resources shall meet with the Association General Representative and five (5) bargaining unit members, selected by the Association, to discuss work place issues.

5. Holiday Scheduling

In Intake, management will first solicit volunteers, and then assign on an equitable basis for Holiday coverage.

6. Internal Coverage

After schedules have been posted, employees will be required to find coverage when requesting an additional day off with prior approval of supervisors, except for emergencies or sick days.

7. Weekend Assignments

Weekend assignments will be made on an equitable basis within teams.

8. Communication

Employees will be reimbursed for cell phone usage up to thirty dollars (\$30) per month with submission of appropriate documentation.

9. Case Review

Employees will meet on a periodic and frequent basis with their supervisors to review case load.

10. Community Nurse Per Diem

Effective January 1, 2000, Community Nurse Per Diems will be covered by this collective bargaining agreement as per diem employees except for the following pay rates and method of compensation.

Per Visit .....	\$49
Scheduled not at home visit .....	\$10
Mandatory – In-service, Case Conference, Orientation .....	\$25
Holiday Rate per Section 4.04 .....	\$60 per visit

#### **4.06 Temporary Employee**

A temporary employee is one who is so informed at the time of hire, and who is hired for a special project or to replace employees on leaves or vacation and who is hired for a period of six (6) months or the duration of such projects, leaves or vacation periods, whichever is greater, except that travel nurses shall be considered temporary employees from their first day worked. The said period may be extended up to an additional three (3) months with the consent of the Association which will not be unreasonably withheld. These employees shall be eligible only for the salary schedule and grievance procedure and shall not be eligible for any benefits.

#### **Travel Nurse (Agency)**

The Travel Agency Nurse shall be deemed a temporary employee for purposes of Association membership and dues, provided, however, that this does not interfere with the terms of the Hospital Center's Agreement with Agencies under which the Agency provides benefits and housing.

#### **4.07 Probationary Period**

An employee will be on probation for sixty (60) working days from the date of employment, excluding time lost for sickness and other leaves of absence. The length of the probationary period for flextime employees shall be converted to hours. The Hospital may automatically extend the probationary period for up to an additional sixty (60) working days. The Hospital Center will provide the employee with written notice containing the reason and length of extension of the probationary period and will provide the Association with written notice containing the length of extension of the probationary period. During the probationary period, the employee will be subject to demotions, suspensions, other disciplines or discharge at the Hospital Center's sole discretion, without recourse to the grievance procedure, but will otherwise be covered by this agreement. For specialty areas, the probationary period will be ninety (90) working days. The Hospital Center may automatically extend the probationary period for up to an additional ninety (90) working days. Specialty areas are defined as any unit requiring ACLS, PALS, NRP, as well as oncology areas requiring chemotherapy skills.

Employees on probation shall receive frequent regular counseling guidance and assistance by Hospital management regarding their performance with a view toward improving any deficiencies that develop.

Probationary employees shall not be assigned the charge responsibility, and shall not be floated off their unit unless staffing and patient care requirements create conditions in which there is no other option. The parties understand this to mean that non-probationary employees on a given unit will take charge and will be floated prior to probationary employees. Probationary employees will

take charge and be floated when there are no non-probationary employees on the unit to do so. Probationary employees who have previously been employed at the Hospital Center within the last three (3) years and those who are serving a probationary period due to a transfer to a new unit or division, may be assigned the charge responsibility and may be floated. These restrictions do not apply to employees in the float pool.

#### **4.08 Post-Probationary Discipline**

Except as stated in paragraph 4.06, an employee will be demoted, suspended, otherwise disciplined, or discharged only for just cause. The term "just cause" shall be deemed to include, but shall not be limited to, an infraction of any of the rules and regulations of the Hospital Center. If an employee feels aggrieved by any order to perform a certain task, the employee shall perform the task and then submit the protest as a grievance.

The procedures set forth in Article 15 apply to post probationary discipline.

Prompt notice of the meeting time of any disciplinary conferences shall be given to the employee. The Hospital Center will apprise employees of their right to Association representation before conducting a disciplinary conference. If an employee wishes to be represented by the Association in this regard, the Hospital Center will provide a reasonable opportunity for the employee to meet with the representative prior to a disciplinary conference.

Any conference notes or verbal warnings relating to a matter which has not recurred within a one (1) year period shall be removed from the employee's file. Conference notes are not disciplinary.

#### **4.09 Seniority: Definition**

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

#### **4.10 Seniority: Accrual and Acquisition**

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's last employment date. A regular part-time employee shall accrue prorated seniority. Seniority shall not accrue during unpaid leaves of absence, or while an employee is on suspension. Seniority will accrue when an employee is on a leave and receiving workers' compensation.

A regular full-time or part-time employee who converts to per diem and remains available on a regular basis for per diem assignments shall, upon reemployment, be credited with the accrued seniority he or she had at the time of the original conversion.

#### **4.11 Seniority: Loss of Seniority**

An employee's seniority shall be lost when the employee: (a) terminates voluntarily; (b) is discharged for just cause; (c) overstays a leave of absence, except where illness of the employee as a cause of delay in returning to work is certified by a doctor, or when another provable reason makes it impossible for an individual to return on time, provided that employee notifies the Hospital Center of such illness prior to the last day of the scheduled leave of absence, and expected date of return; (d) is laid off for a period of one (1) year or a



period exceeding the length of the employee's continuous service, whichever is less, or if for any reason one (1) year has elapsed since the employee last worked for the Hospital Center; or (e) failure to return to work within two (2) weeks after issuance of a recall notice by certified mail, return receipt requested, to the employee's last known address, provided that the Assistant Vice President for Nursing receives a written commitment to return to work from the employee recalled within eight (8) calendar days after issuance of a recall notice. An employee may receive an additional one (1) week to return to work where illness of the employee is the cause of the delay and is certified by a doctor, or where another provable reason makes it impossible for an individual to return on time, provided the employee provides written notification of such reason within eight (8) calendar days as discussed above; or (f) fails to apply for reemployment within the statutory period after honorable separation from military service.

#### **4.12 Seniority: Application**

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

Bargaining unit seniority will apply to layoff and recall.

Bargaining unit seniority within the unit will apply to vacation time selection. For purposes of vacation selection, a unit is defined as those employees sharing a time sheet. If a combination of time sheets adversely affects employees' priority to vacation time selection, the Hospital Center agrees to meet with the Association and make reasonable adjustments to minimize the impact of such change.

In vacation time selection, seniority will be subject to the Hospital Center's operating requirements. In filling permanent vacancies, the Hospital Center will give first opportunity successively to (a) regular full-time employees and (b) regular part-time employees. Where a promotional vacancy in a bargaining unit position occurs and two (2) or more employees are under consideration for such vacancy, the Hospital Center shall promote the most competent employee, as determined by the Vice President for Nursing, or designee.

Disputes under this provision shall be subject to the grievance procedure only if the question involves an arbitrary decision of the Vice President for Nursing or designee. An employee who is promoted shall serve the same probationary period in the new position as a new employee. If the employee is removed from the new position during the probationary period, the employee shall be permitted to return to the employee's former job title without loss of other benefits, excepting that if the employee is discharged, such discharge shall be in accordance with paragraph 4.07 of this agreement.

The Hospital Center may continue the practice of offering temporary promotional opportunities classified as "acting." Such employee shall receive the pay and prerequisites of the higher position so long as the employee holds that position. A dispute concerning the period of such "acting" status shall be subject to Section 15 hereof.

Where more than fifty percent (50%) of an employee's regular compensation rate is charged to a special or non-budgetary fund or grant and such employee is informed at the time of employment or at the time of transfer that the employee's employment is for a special non-budgetary or research project and subject to this paragraph, such employee shall, for the purpose of layoff, be considered to have grant seniority which may be exercised only within the project or grant to which assigned. Such employee shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided that the employee transferred or recalled has the ability to perform the work in the new position as determined by the Hospital Center and such determination by the Hospital Center shall not be arbitrary.

Employees, fifty percent (50%) or more whose regular compensation rate is charged to the Hospital's budget, shall be considered as having seniority on that basis and not under a grant.

#### **4.13 Seniority: Lists**

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

Bargaining unit seniority lists shall be divided into units and posted on a unit-by-unit basis twice per year April 1 and September 1. For purposes of this section, the unit shall be where employees share a time sheet.

Notwithstanding other provisions of this section, an employee given notice of layoff shall have seven (7) calendar days to review the seniority list and notify the Director of Records and Systems of a claimed error in his/her seniority date. If an error is identified, it shall be corrected.

#### **4.14 Transfers**

Hospital Center will notify the Association at least sixty (60) calendar days prior to the proposed implementation date of any transfer between the Roosevelt and St. Luke's site.

The Hospital Center shall provide the Association with a list of units to be transferred between sites and the movement of staff that will result no later than two (2) weeks after the final administrative decision to effect such a transfer is made. Proposed transfers of the work force between sites will not take place arbitrarily and capriciously.

An employee who is transferred from one site to the other site shall not lose his/her seniority.

This Section shall not be invoked to avoid implementation of Section 5.08.

#### **4.15 Reinstatement**

Effective upon ratification, employees who voluntarily resign and are accepted for re-employment within twelve (12) months will be reinstated. When an employee is reinstated he/she retains all previous seniority, experience differential, vacation and other length of employment related benefits. The Hospital Center retains the right to deny employment to any applicant.

### **5. WORK TIME**

#### **5.01 Normal Workday**

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workday will be seven and one-half (7½) consecutive work hours, excluding any scheduled meal period, unless otherwise specifically provided in the appointment to the position.

Nothing herein shall preclude the continuation, without penalty, of the Hospital Center's present practice with regard to scheduling of work on the night shift. The weekend definition at the Roosevelt Site shall be the same as the St. Luke's Site.

When an employee's regular workweek or schedule is changed as a result of changed operating requirements, the Hospital Center shall give timely advanced notice to the Association and then to the employees affected. The Hospital Center will meet with the Association to discuss the impact of such changes.

When shift times on a unit are changed, the Hospital Center shall request volunteers from the affected shift. If there are no volunteers, then employees from the affected shift shall be assigned to the changed work schedules based on bargaining unit seniority within that shift. Those employees affected will be defined as all employees on the shift affected by the work schedule change.

When the Hospital Center has a need for an employee with a particular, specific skill to move to the changed work schedule, it shall not be required to follow the above described procedure.

When the Hospital Center expands services, it shall not unreasonably deprive incumbent employees of their existing benefits, such as the shift and work schedule for which they were hired.

#### **5.02 Normal Workweek**

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workweek will be seventy-five (75) hours in ten (10) workdays in each biweekly period, and the employee will have four (4) days off in each biweekly period unless otherwise specifically provided in the appointment to the position.

The workweek begins 12:01 a.m. Sunday and ends midnight Saturday.

Nothing herein shall preclude the continuation, without penalty, of the Hospital Center's present practice with regard to scheduling of work on the night shift.

### **5.03 Alternate Workday and Workweek**

The Hospital Center and the Association agree to engage in Alternative Work Schedules to improve staffing and offer opportunities for the professional staff to vary schedules. The intent of the parties with these alternate work schedules (AWS) is to continue to provide quality nursing care within existing budgetary limits, provided that existing budgetary limits is a general limitation, not a specific prohibition of conversions that involve additional cost.

#### **A. DURATION:**

Units on Alternative Work Schedules and positions on mixed units will continue on those schedules for the duration of the current collective bargaining agreement. The decision to modify the program will be subject to mutual agreement of both parties.

#### **B. ALTERNATE SCHEDULES: WORKDAY AND WORKWEEK**

##### **1) A four day, 37.5 hour workweek**

9.375 paid hours/day

40 minute meal break

Two fifteen (15) minute paid rest breaks

Length of workday – 10 hours

A unit may use the four day workweek on a limited basis on a specific shift if such scheduling meets the staffing requirements.

##### **2) 11.5 hour shift, i.e., 7:30 a.m. – 8:00 p.m. with**

One (1) hours meal period – unpaid

Two (2) fifteen (15) minute paid breaks

One (1) twenty (20) minute paid break

13 shifts in a four (4) week period

The Employer will make best efforts not to schedule more than three (3) 11.5 shifts in a row unless the employee agrees. The Hospital Center will not use unit closure to circumvent the continuance of any alternative work schedules.

Employees working the 11.5 shift will retain such shift unless they transfer to a unit where no 11.5 hour shifts are being worked or if it disrupts shift pairing on the new unit.

On those shifts on a unit which have AWS, the Nurse Manager or designee, if requested by employee, will have the option to combine meal periods with rest periods, if the activity of that unit so indicates.

#### **C. SHIFT DIFFERENTIAL:**

Shift differential will be paid for all hours worked between 3:30 p.m. and 8:30 a.m. for those participating in the Alternate Work Schedules.

The Hospital Center agrees to grandfather current pay arrangements for shift differential in existing flexible schedules.

#### **D. PREMIUM COMPENSATION RATE:**

Overtime for employees in the Alternate Work Schedules shall be calculated for work exceeding seventy-five (75) hours biweekly.

#### **E. POSTING:**

Preferential consideration will be given to present employees. When vacancies occur in Alternate Work Schedules they shall be posted by the Nursing Department in the usual manner.

F. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED:

Entitlement to sick time, vacation time, holidays, personal days, bereavement, marriage and family event leave shall be calculated and credited in actual hours and paid and deducted accordingly. Deductions shall be made from the appropriate time accrual only.

Where employees are approved to attend up to and including three (3) days of Continuing Education, they shall be compensated for such days at the rate of 7.5 hours per day times their regular hourly rate of pay and, if their regular work day is in excess of 7.5 hours, they shall have the option to supplement such compensation for such days up to their regular work day by charging accrued holiday, personal or vacation benefits on an hour for hour basis.

G. EVALUATION:

Any Alternate Work Schedule shall be evaluated jointly by the Hospital Center (Nursing Administration) and the Association annually and any changes will be subject to mutual agreement of both parties.

H. NOTIFICATION:

The Hospital Center agrees to notify the Association and the Council Chairperson of those units involved in Alternate Work Schedules and the type of schedules implemented.

I. DEFINITIONS:

Budgetary limits or budgetary constraints are defined as the budgeted resources historically allocated to the unit in the form of benefit relief for vacations, holidays and sick time, i.e., budgeted per diems and overtime.

J. LIMITATIONS:

Nothing in this provision shall be construed as an exception to Section 13.

K. MASTER PLAN

The Hospital Center shall not utilize the Master Plan to phase out 11.5 hour positions. The Hospital Center shall not use the Master Plan to circumvent the AWS agreement. If a flex-time unit merges with a 7.5 hour unit, flextime employees shall be able to maintain their flex time status, unless the operational needs of the unit change. This language shall not be enforced in an arbitrary and capricious manner.

The parties agree that grievances relating to this issue shall be presented directly at Step III of the grievance procedure. The Association shall proceed to expedited arbitration if it is unsatisfied with the Step III resolution.

L. DISCIPLINE

The Employer agrees to maintain the current practice on discipline. For example, suspensions shall be rendered in single day increments.

M. DEFINITION OF EXEMPT STATUS EMPLOYEES

Regularly scheduled full-time employees on the 11.5 hour work schedule will be paid on a salaried basis. This salary shall not be subject to reduction for

absences of less than one (1) full day or for absences on account of jury duty, judicial witness duty or temporary military leave. Deductions from salary for absences of one (1) full day or more will be made after a registered nurse has exhausted his/her accrual of paid sick and personal leave or if the nurse elects an unpaid absence of one (1) or more full days.

*Full-time participants will be paid a bi-weekly salary which is equivalent to 75 hours of pay at the nurse's regular compensation rate. This amount shall not be subject to reduction, yet may be increased for overtime work performed in accordance with the following subparagraph.*

**N. OVERTIME**

*Overtime, in addition to salary, will be paid at a rate of one and one-half (1½) times regular compensation rate for work in excess of 34.5 hours in a week in which three (3) alternative work schedule shifts are scheduled, and for work in excess of 46 hours in the week that four (4) alternate work shifts are scheduled. For this paragraph's purpose, an employee's workweek shall include time compensated for annual leave days, leave for death in family, marriage leave, paternity days, jury duty, sick leave and education days.*

**O. VACATION**

*If an employee is on vacation during the week of his/her fourth shift, such employee shall not be required to make up this fourth shift.*

**5.04 Work Schedules**

*The Hospital Center will post a work schedule of each employee's assignment not less than two (2) weeks in advance of the start of each workweek. This schedule will remain until it is superseded by a new schedule or changed by agreement between the Hospital Center and the employee concerned.*

*After full-time, part-time and per diem employees have had their normal work schedules developed, and the voluntary overtime slots have been posted and filled, the Nursing Office shall determine where unmet staffing needs exist.*

*Employees with five (5) or more years of service shall not be required to rotate. Employees with less than five (5) years of service shall rotate up to a maximum of two (2) weeks.*

*There shall be a maximum of two (2) different shift rotations composed of days, evenings or nights, assigned in a five (5) day period, except in unusual circumstances, without the consent of the nurse.*

*Employees will have ten (10) hours off duty from the end of the work period unless an individual nurse agrees to less.*

*A day shift Assistant Nursing Care Coordinator does not rotate to evenings and nights. Assistant Nursing Care Coordinators shall not be required to float.*

**5.05 Overtime Work: Compensating Time Off**

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

### **5.06 Work Obligation**

An employee will report to work on time, ready, willing and able to work. An employee will work the hours assigned, provided, however, that mandatory overtime is abolished inasmuch as Voluntary Subject-to-Call (Section 10.14) shall be invoked when units are vulnerable to such situations.

Voluntary overtime shall be allocated on an equitable basis. A written record of the Hospital Center's request for voluntary overtime shall be maintained in a log book in the Nursing Office or the unit, as appropriate.

Notwithstanding the above, employees may be required to work mandatory periods in disasters such as blackouts, floods, major snowstorms and hurricanes. Before mandating overtime, the Hospital Center will make a good faith effort to obtain coverage via per diem/agency nurses and voluntary overtime. If these alternatives are unavailable, overtime shall be assigned on an equitable basis and a written record of such assignments shall be maintained in a log book in the Nursing Office or unit, as appropriate.

### **5.07 Employment Security**

Employees who are employed or who are on the recall list as of January 1, 2001, will not be replaced by non-bargaining unit employees for the duration of this agreement.

An employee hired into a Hospital budgeted position prior to January 1, 2001 shall not be subject to layoff during the term of this agreement except in the event of: closure of beds for longer than three (3) consecutive months; a reduction in total number of in-patient discharges/out-patient visits in the affected unit for a period of no less than forty-five (45) consecutive days as compared to the immediately preceding period of like duration; changes in, reduction of or elimination of clinical programs; any consequential reduction in reimbursement rates that is enacted after January 1, 2001.

For purposes of this Section, clinical programmatic change refers to:

1. Change in type of patient population.
2. Change in acute care to sub acute care.
3. A demonstrated change in in-patient acuity within an area of clinical practice as the result of a change in clinical modality.

An employee guaranteed employment during the contract term, but whose job is eliminated, shall obtain a position through the procedures in Section 5.08.

This Section shall expire on the ratification of a successor collective bargaining agreement.

The sixty (60) day notification requirement in Section 5.08 Layoff can run concurrent with the above time requirements.

### **5.08 Layoff**

- (a) Layoff is defined as a loss of a position by reason of a mandatory reduction in the number of occupied positions on a unit due to a work force reduction.

- (b) The parties recognize their mutual interest in avoiding layoffs and maintaining a stable and secure work force. When the Hospital Center needs to achieve economic savings which may entail or result in layoffs, it shall meet with the Association sixty (60) days in advance of the contemplated layoffs to discuss:

1. Job security;
2. whether the savings can be practicably achieved without resort to layoff; and
3. if layoff is necessary, how the affected nurse's job rights are to be protected with minimal disruption. The Hospital Center will make its best effort to maintain the affected nurse in comparable employment per Sections 5.08 and 5.09 of the contract.

Once the sixty (60) day notice has been given, request for transfer and/or shift changes will not be approved and vacancies will be frozen.

The sixty (60) day notice will include the positions being eliminated, displacement list, seniority lists, (alphabetical, by clinical division, least senior to most senior) and the current vacancy list. The vacancy list will be updated weekly until layoff process is completed.

In the event of a layoff in a job title covered by this agreement, probationary employees within the job title within the clinical division affected shall be laid off first without regard to their individual period of employment. Regular employees serving a probationary period due to promotion, transfer, or temporary assignment to a position other than their regular position shall be considered non-probationary for the purposes of this section.

Where an employee who is on a leave of absence returns within three (3) months as required by section 8.02, such employee shall be entitled to exercise his/her layoff rights in accordance with this section as if he/she were an incumbent in that position at the time of the layoff. Any temporary employee filling the position of the employee on leave shall be considered probationary for the purposes of layoff.

Next, non-probationary employees in the job title within the clinical division affected shall be laid off in reverse order of their bargaining unit seniority with the least senior employee laid off first. This paragraph is subject to the minimum staffing requirements of Section 5.08(l).

- (c) There will be two (2) categories of employees affected by a layoff, displaced or subject to layoff.

Displaced employees are RNs who are not among the least senior nurses in the clinical division but whose units are being downsized or closed.

If a unit is being downsized, the least senior employees on the unit will be affected regardless of shift. Once the sixty (60) day notice is given and a vacancy occurs on an affected unit, then the most senior



employee on the displacement list on that unit may take that vacancy and be removed from the displacement list.

RNs subject to layoff are those RNs who are the least senior in their clinical division regardless of whether their unit is being closed or downsized.

When employee occupied positions are being eliminated, employees in those positions will be placed on the displacement list unless they are the least senior in the clinical division in which case they will be placed on the subject to layoff list. The Employer will then give layoff notice to additional employees within the clinical division starting with the least senior, equal to the number of full-time and part-time positions on the displacement list minus the number of existing vacancies.

Employees who are being displaced then get to choose by bargaining unit seniority from a vacancy list that includes vacancies created as set forth above plus already existing or newly created vacancies. Employees will maintain their full or part-time status at their option within the clinical division. If an employee does not choose from the clinical division vacancy list, he/she will be subject to layoff and allowed to choose from the Hospital-wide vacancy list that will subsequently be available to all employees subject to layoff.

The Hospital Center will begin placement interviews not less than one (1) week after providing the vacancy list to the Association absent pending arbitration regarding 5.08L. Placement decisions will be made during the appointment with the nursing recruiter, designee or by the conclusion of the scheduled interview appointment time. If after making a reasonable effort to contact the nurse, the Hospital Center fails to do so, the Hospital Center and the Association will consult on a placement decision.

Once the displaced employees have made decisions, the employees on the subject to layoff list then get to choose by bargaining unit seniority from among the remaining Hospital-wide vacancies as set forth in the preceding paragraph.

- (d) Once the vacancy list is exhausted or there are no available vacancies on the employees shift, then the employee may bump either the least senior employee in the same or next lower job title working on the same shift, regardless of the clinical division. Employees who have been bumped as a result of the above may then bump the least senior nurses in the Hospital regardless of shift. If an employee chooses to bump into a lower job title, the employee will be paid at the lower job title rate.
- (e) If a part-time employee who is scheduled to be laid off has greater full-time equivalent bargaining unit seniority than a full-time employee in the same job title, the part-time employee must choose to either accept a full-time position to which he/she is entitled under this section by filling a vacant position, or if no vacant positions are available, by exercising bumping rights, or in either instance, choose to be laid off.
- (f) An employee may choose, at his or her option, to be laid off in lieu of accepting a vacant position or bumping into a different position to which

they may be entitled under this section. An employee who chooses layoff rather than accepting a vacant position has no preferential recall rights as described in section 5.08(j).

- (g) At no time may an employee of less bargaining unit seniority bump an employee of greater bargaining unit seniority, regardless of job title. There will be two bumps for each employee that is laid off.
- (h) Employees who as a result of the elimination of their position move into a vacant position in a lower job title or bump into a lower job title shall be given the opportunity to schedule and take all accrued vacation, earned holidays and personal days before moving into the lower status.
- (i) The Hospital Center will provide only to non-probationary employees no less than thirty (30) working days' notice to employees initially affected by a layoff and will provide compensation to employees who involuntarily suffer a loss of employment resulting from such layoff to the extent of one day's pay at the employee's regular rate of compensation for each day such notice was initially deficient.
- (j) Employees who are displaced by bumping or accept vacant positions that are not on the same shift within their clinical division and full or part-time, whichever the employee affected worked, shall be placed on a preferential recall list for filling subsequent vacant positions within any clinical division. *Preferential recall list shall supersede the recall list.* Where two or more employees are under consideration for the same position, then bargaining unit seniority shall prevail.

Employees who step down to a lower salaried title within their clinical division will be placed on the preferential recall list for recall to their higher title in that clinical division.

Any employee placed on the preferential recall list shall remain on this list until he/she accepts any vacant position, regardless of clinical division, or in the case of a laid off employee, until that employee's seniority is terminated in accordance with this agreement. In no event will an employee remain on the preferential recall list in excess of one (1) year. When an employee is offered a vacant position under this provision, the employee must commit in writing within eight (8) calendar days to accept that position and actually begin said assignment within two (2) weeks of its being offered or forfeit his/her preference for that position. *An employee may receive an additional one (1) week to return to work where illness of the employee is the cause of the delay and is certified by a doctor, or where another provable reason makes it impossible for an individual to return on time, provided the employee provides written notification of such reason within eight (8) calendar days as discussed above.*

- (k) Orientation shall provide the employee with the opportunity to acquire skills to perform in the area chosen. *Skilled for the purposes of this section shall be defined as the ability to provide independent, safe, direct patient care with responsibility for a full and regular work assignment in the patient care unit within a period not to exceed ninety (90) working*

days (18 weeks). No employee shall be denied the right to bump into a unit on the basis of this provision.

Employees who do not achieve the above definition of "skilled" may opt to go on a subject to layoff list and choose from positions in their previous clinical division only if vacancies and seniority allow them to do so.

If they are unable to fill a position, then they will receive terminal benefits and be placed on the recall list where they will be restricted to vacancies in their previous clinical division.

- (i) The Hospital Center and the Association are both committed to providing the highest quality patient care. They recognize that there may be instances where the operation of the layoff or bumping provisions of the contract would adversely affect patient care by the depletion of employees with the present ability and experience in certain patient care areas. In this event a committee will be convened comprised of Council members and the Vice-President for Nursing, or his/her designee, to establish minimum numbers of RNs with the present ability and experience to ensure that specific patient care areas maintain appropriate standards for safe, specialized care despite layoffs or bumping. Any numbers the parties are unable to agree on will be submitted to Arbitration. Where strict application of the other provisions of Section 5.08 would cause a particular patient care area to fall below the established minimums, then the next least senior employee in any clinical division within the job title affected, the loss of whom would not cause a particular patient care area to fall below the established minimums, will be laid off or bumped. If the employer wishes to utilize the process set forth in this paragraph, the Employer will meet with the Association within five (5) days of issuance of the sixty (60) day notice set forth in 5.08 (b). A dispute regarding the implementation of section 5.08 (i) shall be submitted by either party within five (5) days of the meeting to the American Arbitration Association.

American Arbitration Association will contact the Arbitrators from a predetermined list agreed to by the parties and choose an Arbitrator who is available to hold a hearing not less than fifteen (15) days or more than twenty-five (25) days from the filing date. If no Arbitrator on the list is available, then American Arbitration Association will immediately contact the parties in order to find a mutually agreeable Arbitrator who is available. The Arbitrator will issue a decision within twenty four (24) hours. The question before the Arbitrator will be, "What is the minimum number of experienced RNs required to maintain appropriate patient care?"

This paragraph is applicable only during times of layoff or recall affecting those limited nursing care areas described herein and is not intended to establish operational minimum staffing numbers. None of the patient care areas described herein is automatically and completely exempt from the regular operation of the seniority provisions of this section. The Association recommends that the Employer utilize per diem instructors in order to minimize the usage of this paragraph.

(m) The Hospital Center and the Association agree that the clinical divisions are as follows:

- 1) LDPP, Labor and Delivery, Fetal Evaluation Units, Birthing Center, Post Partum, Newborn Nurseries.
- 2) Operating Room (SLR and Brodsky), Ambulatory Surgery (SLR and Brodsky), PAT, Outpatient Transfusion Services.
- 3) PACU, ICU, CCU, Cardiac Catheritization, Emergency Department (including Pediatrics), Step-Down Units (SL 8B, SL 6A) and Interventional Radiology.
- 4) *Medicine and Surgery (including 8B at RH), Rehab, Endoscopy/GI Unit, Infection Control, Hemodialysis, Radiation Oncology, Pap Smear, Discharge Planner.*
- 5) Psychiatry, In-Patient Substance Abuse and Detox, CPEPs.
- 6) Home Care
- 7) In-Patient Pediatrics and NICU
- 8) Ambulatory Care, Psychiatric Clinics, HIV Clinics, Outpatient Substance Abuse, Smithers Evaluation Unit, and Ambulatory Mental Health Services.
- 9) Utilization Review.

An employee's clinical division shall be determined by the Assistant Vice-President for Nursing. In the event that an existing area of clinical practice is not listed above, or a new area is created, this area will be placed into one of the above categories by mutual agreement of the Association and the Vice-President, Nursing and Patient Services.

### **5.09 Recall**

*Whenever a vacancy occurs in a job title within a clinical division and the preferential recall list described in Section 5.08 has been invoked, employees who are laid off in that job title shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off.*

If the clinical division in which there is a recall has been adversely affected by the depletion of employees with the present ability and experience to perform the work involved as defined in Section 5.08(l) at the time of the recall, then the employees with the present ability and experience to perform the work and assume the responsibilities required shall be recalled first, regardless of seniority until a sufficient number of such employees are returned to the clinical division concerned. However, this procedure cannot be implemented until the Employer has utilized the committee procedure in Section 5.08(l) and the Arbitration procedure in Addendum G.

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

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

One week after the layoff is implemented, the preferential recall list and the recall list will be provided to the Association and updated upon request.

Employees will remain on the recall list until he/she accepts a vacant position but in no case longer than one (1) year.

### **5.10 Severance Pay**

Employees with one (1) or more years of bargaining unit seniority who voluntarily or involuntarily lose employment because of a layoff shall receive severance pay at the rate of one (1) week for each full year of bargaining unit seniority up to a maximum of four (4) weeks' pay. If an employee who has received severance pay under this section is recalled to work within a period of time less than the number of weeks for which he/she received severance pay, he/she shall repay to the Hospital Center any amounts by which his/her severance pay exceeds the number of days he/she lost work because of a layoff.

### **5.11 Weekend Schedule**

Employees shall receive at least every other weekend off. Depending upon staffing needs, employees may be scheduled to work the weekend before or following a vacation period.

Where circumstances permit a lesser weekend obligation on a unit, this lesser obligation shall be rotated equitably among the nurses on that unit, unless the third paragraph of Section 5.01 is applicable.

### **5.12 Floating**

A. For the purposes of this provision, floating is defined as the assignment of a registered nurse to work on other than that registered nurse's usual unit, with such assignment taking place shortly before the start of the employee's shift or during the shift. No employee will be floated more than once during the employee's shift. It is not considered a float for an employee to return to his/her usual unit.

An RN covering the meal break for another RN on other than his/her unit, for a period of time, not to exceed ninety (90) minutes per shift, shall not be considered a float. Such assignment will be equitably distributed.

At the St. Luke's site only, recovery room nurses may float within their clinical division when no patients are present in their unit. However, when they float to another unit they will not be expected to take a patient assignment and will return to the recovery room upon admission of a patient.

B. The Hospital Center shall be permitted to float within the clinical division on a unit where the staffing guidelines have been exceeded. The determination to float shall be based on staffing guidelines, census, and acuity.

C. When floating, the Hospital Center shall first utilize the float pool. Should the situation not be resolved through the use of the float pool, the Hospital Center shall obtain supplemental staff in the following categories: voluntary subject-to-call, voluntary overtime, per diem, agency nurses. After all available means of supplemental staff have been exhausted, the Hospital Center is permitted to float.

- D. If supplemental staff is unavailable by all of the above methods, the Hospital Center may float outside the Clinical Divisions to meet this need.
- E. Whenever a nurse may be floated, agency nurses who are already on duty or scheduled to work on that shift shall be floated first, as long as they can perform the work in question. Where no agency nurse is available to float, float assignments shall be equitably distributed among regular staff (straight and overtime).
- F. No registered nurse will be required to float into a unit where specialized skills are required if the nurse lacks those skills.
- G. Except in an emergency, the Hospital Center will continue its practice of not floating between Sites. This provision does not apply to the following Corporate Departments: Staff Education, QA/UR, AIDS Program Center, Home Care and Infection Control. However, there shall be no change in the existing practices in the Home Care Department due to this provision.

Effective January 1, 2003, employees with fifteen (15) or more years of SLRHC service shall not be floated more than seven (7) times in any one (1) calendar year.

At the Roosevelt Site, employees hired in the Maternal/Child Health Division (not including pre-83 hires who already have permanent assignments) shall be given an option to choose their area of permanent assignment. However, one position on each shift shall be designated as a "float" and be paid the additional float pool differential. Seniority will prevail when more than two (2) employees desire the same position. In cases where no employee desires a position, reverse seniority shall prevail.

- H. Notwithstanding the above, on a unit where all employees scheduled to work have met the 15 year, 7 float limit, the Employer may float employees on a rotating basis starting with the least senior. Before these employees can be required to float they must have been offered the opportunity to use paid leave time. Whenever possible, the Employer will attempt to contact the nurses two (2) hours before the shift begins.
- I. Nursing management will assure that all necessary nursing leadership personnel fully understands the capabilities of RNs floated within the Emergency Department and the requirements of the assignments to which they are floated.

## **6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED**

### ***6.01a Regular Compensation Rate***

The regular compensation rate is an employee's salary which includes any shift differential, experience differential, certification or educational differential to which the employee is entitled pursuant to paragraphs 10.03, 10.04, 10.05, 10.06 and 10.11 of the agreement.

An employee's regular compensation rate will apply to all work up to seventy-five (75) hours in each biweekly pay period.

### **6.01b Base Compensation Rate**

An employee's base compensation rate is an employee's salary exclusive of a differentials.

### **6.02 Premium Compensation Rate: Overtime Work**

All hours worked in excess of seventy-five (75) hours in a biweekly pay period shall be paid for at the rate of time and one-half (1½) the individual employee's regular compensation rate.

Regular part-time employees who volunteer for and work a second (2nd) consecutive full shift following a straight time shift or who, following a 11.5 hour straight time shift volunteer for and work at least an additional consecutive four (4) hours, shall be compensated for such second (2nd) shift or additional hours following a 11.5 hour shift at the rate of time and one-half (1½) the individual employee's regular compensation rate.

For this paragraph's purposes, an employee's workweek will be deemed to include time compensated for holidays, personal days, vacation days, paid sick leave days, leave for death in family, marriage leave, family event leave and jury duty leave.

Overtime payment for four (4) hours or more shall be paid in a separate check on a biweekly basis.

The parties recognize the need to avoid, whenever possible, situations in which employees report to duty to perform overtime and are informed at that time that the overtime has been cancelled. Accordingly, employees scheduled to work overtime shall call the Nursing Office ninety (90) minutes prior to the beginning of the overtime shift to verify their overtime. If, after the overtime shift has been verified, it is cancelled when the employee reports to duty, the employee shall be compensated for four (4) hours. If the employee fails to call the Nursing Office within the requisite time period, the employee will not be compensated if the overtime is cancelled. Employees who are scheduled to work overtime and whose travel time to the Hospital Center is greater than ninety (90) minutes shall inform the Nursing Office of that fact. Such employees shall be allowed, if practicable, to call the Nursing Office two (2) hours prior to the start of the overtime shift.

When an employee has agreed to work an overtime shift, and has begun to work that shift, he/she shall be compensated in the following manner if the Hospital Center cancels the balance of that shift. Employees working a regular (7.5 hours) overtime shift shall be compensated for the full 7.5 hours. Employees working a 11.5 hour overtime shift shall be compensated for the full 11.5 hours if the balance of the shift is canceled after they have worked more than four (4) hours. If the employee has worked less than four (4) hours of the shift, he/she shall be compensated for 7.5 hours.

### **6.03 Premium Compensation Rate: Limitations**

Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this agreement, and if more than one (1) type of premium compensation rate would otherwise apply to the same work, only the higher rate will be paid.

## **6.04 Pay Period/Payroll Issues**

The Hospital Center recognizes its responsibility to pay employees accurately.

- a. Pay Period. Payment shall be biweekly for all employees.
- b. Night Shift. The Hospital Center will routinely pay checks for employees coming off the night shift at the St. Luke's site on pay day at or before 8:30 a.m. The Hospital Center will continue its practice of providing paychecks for the night shift at the Roosevelt Hospital site as heretofore.
- c. Payroll Deductions. The Employer recognizes its responsibility to obtain proper authorization before deducting money from an employee's paycheck.
- d. Payrate Explanations. The Hospital Center will provide to each employee on a twice yearly basis (every September and March 1) a printed breakdown of his/her gross rate of compensation and that in connection therewith it is agreed that the thirty (30) day period during which an employee may file a grievance with regard to any change in such gross rate of compensation shall run from the date of the first printed breakdown provided to the employee after such change. This Section shall apply where the rate of pay is in question and a period of time is necessary for investigation.
- e. Paycheck Explanations. The Hospital Center recognizes its responsibility to respond to employee requests for explanations relating to their paychecks. Unless a reasonable justification is provided otherwise, such responses will be provided by the Nursing Department Payroll Office (Main Payroll if a Department other than Nursing) within ten (10) calendar days of the request. This Section shall apply where the paycheck dollar amounts or accrual amounts are changing without explanation to the employee, or where retroactive amounts are paid without a breakdown as to the amounts and the number of pay periods involved.
- f. Paycheck Errors. Where there is no grounds for dispute, i.e., hours worked and not paid, an O/T shift worked and not paid, charge pay due, etc., such paycheck errors will be adjusted and a new paycheck for any incorrect dollar amount or time accrual shall be issued within three (3) working days after such errors are identified to the Hospital Center. Moreover, the three (3) day time limit for issuing a corrected paycheck shall also apply once an error has been identified under subparagraph (e) above.
- g. Time Limits. Should it be determined that an employee has been placed at the wrong rate of pay, be it more or less than the amount to which the employee is entitled, the parties agree that retroactive adjustments in either case shall not extend beyond the date of the last increase, or last statement as set forth in (e) above, whichever was most recent.

## **7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED**

### **7.01 Holidays: Designation**

After the first thirty (30) days of employment each regular full-time employee will be entitled to the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday (at the St. Luke's site only), George Washington's Birthday (at the Roosevelt site only), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.



Notwithstanding the provisions of Section 24 of the New York General Construction Law, the Christmas holiday shall be observed on December 25, the New Year's Day holiday on January 1, and the Independence Day holiday on July 4.

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

### **7.02 Holidays: Entitlement**

Recognizing that the Hospital Center operates every day of the year and that it is not possible for all employees to be off on the same day, the Hospital Center shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Hospital Center will, consistent with the needs of the Hospital Center, distribute holidays off on an equitable basis within job classifications, and consult with the employees as to preference.

If a holiday falls on an employee's regularly scheduled day off the employee shall receive a day off at the regular compensation rate within thirty (30) days before or after the holiday. If a holiday falls during an employee's vacation, the vacation may be extended by one day, or, at the option of the Hospital Center, the employee may receive a day off with the regular compensation rate within thirty (30) days before or after the holiday. In making the determination, the Hospital Center will take into consideration the employee's expressed preference. If an employee receives a day off in lieu of the holiday, within thirty (30) days before the holiday, and terminates prior to the day on which the holiday is legally celebrated, the unearned holiday must be reimbursed to the Hospital Center and such paid unearned holiday will be deducted from the employee's final paycheck.

If an employee is absent on the scheduled workday before and/or after a paid legal holiday, the Hospital Center may demand proof of illness. The Hospital Center may deny pay for such holiday if satisfactory proof is requested and not furnished.

### **7.03 Holidays: Pay or Equivalent Time Off**

An eligible employee who is not scheduled to work on a holiday will be paid for such holiday at the employee's regular compensation rate. An employee who is scheduled to work on any of the eight (8) holidays listed in paragraph 7.01 above shall be paid for work performed on that day at the rate of one and one-half (1½) times the employee's regular compensation rate for hours actually worked.

In addition, the employee shall receive an additional day off at the regular compensation rate within thirty (30) days before or after the holiday, or, as determined by the Hospital Center taking into account the express preference of the employee, an additional day's pay at the employee's regular compensation rate in lieu thereof. The day on which the holiday is legally celebrated shall be the day on which the holiday pay is paid to the eligible employee.

Per diems shall be entitled to one and one-half (1½) times their regular rate of pay for work on Christmas Day, New Year's Day and one other mandated holiday.

#### **7.04 Personal Days and Voting Privileges**

A regular full-time employee shall be entitled to four (4) personal days per anniversary year. Personal days may be taken with vacation days subject to the scheduling needs of the department. Personal days shall be scheduled in advance with the approval of the Hospital Center, and shall be prorated one (1) for each three (3) months of employment during the year. Effective December 31, 1999, the accrual of personal days will be changed to a calendar quarter basis. One (1) personal day will be accrued each quarter as follows: One (1) day on January 1; one (1) day on April 1; one (1) day on July 1; and one (1) day on October 1.

In an emergency where advance approval is not possible, the employee may request a personal day provided the request is made as soon as possible prior to the start of the regularly scheduled shift and approved thereafter by the Assistant Director of Nursing. Such approval shall not be unreasonably withheld.

Personal days shall be taken as full workdays. Employees may not carry over more than twenty-three (23) hours of personal time year to year. All personal time in an employee's bank as of December 31, 1999 in excess of twenty-three (23) hours will be moved to the newly established "frozen bank" described in Section 7.08 Vacation: Scheduling.

Scheduled personal days shall be cancelled only upon mutual agreement by the Hospital Center and the employee.

In an emergency where advance approval is not possible, up to two (2) personal days per year shall be granted, provided the employee calls in at least two (2) hours prior to the start of the shift, unless the employee has a valid reason for being unable to do so.

An employee will be entitled to time off with pay to vote in City, State and Federal elections, if and when necessary, in accordance with New York State law. The Hospital Center reserves the right to require proof of voter registration as a condition of such time off.

Regular part-time employees shall receive a pro rata benefit under this paragraph.

#### **7.05 Vacations: Amount**

A regular full-time employee with less than five (5) years' continuous employment will receive annually one hundred fifty (150) hours' paid vacation. A new employee may elect to take seventy-five (75) hours after six (6) months of employment.

Entitlement for vacation shall be based on the employee's anniversary date of employment.

An employee with less than six (6) months of employment shall not be entitled to vacation.

Employees whose employment terminates during the vacation year shall receive a pro rata vacation benefit for that year and any excess vacation pay received prior to such termination shall be deducted from any monies due to the employee from the Hospital Center.

A regular full-time employee with more than five (5) years' continuous employment will receive annually one hundred eighty-seven and one-half (187.5) hours' paid vacation.

Regular part-time employees shall receive a pro rata benefit under this paragraph.

### **7.06 Vacations: Pay**

An employee entitled to vacation under paragraph 7.05 will be paid vacation at the employee's regular compensation rate.

Vacation pay will be paid at the time and in the manner as presently constituted including the fact that checks for evening and night shift employees are available on the afternoon of the day shift prior to the start of vacation provided such vacation request is received at least four (4) weeks in advance.

### **7.07 Vacations: Entitlement**

The vacation eligibility year and/or the vacation eligibility date shall be as heretofore. No unpaid absences shall be deemed or considered as time worked in the computation of vacation pay. Where an employee has been absent without pay, the vacation pay shall be prorated on a percentage basis, i.e., the employee shall receive prorated vacation time off with pay, based on the percentage of actual time worked during the applicable year to regularly scheduled working time.

Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation entitlement for employees with more than one (1) year and up to and including, but not exceeding five (5) years of service. For employees with service beyond five (5) years, such period shall be thirteen (13) weeks.

### **7.08 Vacation: Scheduling**

The vacation period will be the entire year, subject to the needs of the Hospital Center, as determined by the Hospital Center. An employee will, subject to the Hospital Center's operating requirements, have his or her choice of vacation time; it being recognized, however, that vacations must be scheduled by the Hospital Center in a manner designed to insure the effective and efficient operation of the Hospital Center.

Vacation requests submitted by December 1st for the period February 1st to April 30th, by March 1st for the period May 1st to September 30th, and by August 1st for the period October 1st to January 31st shall be granted on the basis of bargaining unit seniority, provided that each employee shall be entitled to a minimum of two (2) consecutive weeks of scheduled vacation during the period May 1st to September 30th in any year. Requests submitted after the cutoff dates shall be honored in the order in which the requests were submitted, regardless of bargaining unit seniority. Employees shall be notified of their approved vacations no later than two (2) weeks after each cutoff date. In cases where employees have submitted after the cutoff date, such approval shall be given as soon as possible, but no later than one (1) week after submitting the request.

During the period December 15th to January 15th, after personal days, holidays and single vacation days have been scheduled, then other available vacation time requests will be allowed. For requests submitted by November 1, best

efforts shall be made for approval by November 14, with a guaranteed decision by November 21.

No part of an employee's scheduled vacation may be charged to sick leave.

Vacations shall be taken each year and may not be accrued from year to year, and an employee will not be compensated for vacation time not taken from prior years, provided that the present practice permitting accumulation of vacation up to eight (8) weeks shall continue.

Effective January 1, 2000, the maximum vacation that may be carried into each year will be one hundred and fifty (150) hours. As of December 31, 1999, all accrued vacation time for employees will be moved to a newly created frozen bank.

The Hospital Center will encourage employees to utilize their frozen time. Vacation days may be taken singularly, on a prescheduled basis, with the approval of the Nurse Manager or his/her designee.

*In the event of termination of employment, any hours remaining in an employee's frozen bank will be paid as terminal pay.*

A minimum of one (1) week's vacation is to be taken at one time; however an employee may take five (5) vacation days singularly during the year, subject to the operating requirements as set forth above. Additional vacation days may be taken singularly with the approval of the Nurse Manager or designee.

The total number of Registered Professional Nurses who may be on simultaneous vacations is determined by dividing the total number of vacation weeks to be earned during the vacation scheduling periods as outlined above by the number of weeks in the vacation scheduling period. When the resulting number is a fraction, the next whole number shall be used.

### **7.09 Sick Leave: Entitlement and Earning**

After thirty (30) days of employment, regular full-time employees shall be entitled to paid sick leave earned at the rate of seven and one-half (7.5) hours for each month of employment during the first year of employment up to a maximum of ninety (90) hours per year.

Employees, after one (1) year of employment, shall be entitled to a total of ninety (90) additional hours of sick leave at the beginning of the second and each subsequent year of employment.

Employees on the Roosevelt Hospital site payroll as of or prior to December 31, 1982, after completing five (5) consecutive years of employment with the Hospital Center shall continue to be entitled to paid sick leave earned at the rate of twelve and one-half (12.5) hours per month up to a maximum of one hundred fifty (150) hours per year. Employees hired on or after January 1, 1983 at the Roosevelt site shall receive sick leave entitlement as per paragraph (1) under this Article.

Employees may accrue sick leave to a maximum of six hundred seventy-five (675) hours of sick leave including days earned or to be earned in the current sick leave year.

A regular part-time employee shall receive a pro rata benefit under this paragraph.

An employee who changes from regular full-time status to regular part-time status shall retain any accrued sick leave benefits.

For the purposes of retirement, nurses who have accrued up to forty-five (45) days sick leave may use that accrual as time worked. This time will be calculated towards their last working day.

### **7.10 Sick Leave: Pay**

An eligible employee will be paid for sick leave at the employee's regular compensation rate for the employee's regularly scheduled workday.

Sick leave will be applicable only if the employee is ill on days during which the employee is regularly scheduled to work.

To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify the employee's supervisor or other designated individual as soon as possible, but at least two (2) hours before the start of his/her regularly scheduled workday, except in cases of proven inability to furnish such notice, and shall continue to give such notification on a daily basis unless another arrangement has been made.

The Hospital Center may require that an employee submit proof of illness or accident satisfactory to the Hospital Center as a condition of receiving sick leave pay.

Unless another arrangement has been made, employees who have been on sick leave may be required to be examined by the Hospital's health service physician before being permitted to return to duty. An employee whose initial shift upon returning to work from said sick leave is one for which the Employee Health Service is not open may arrange to have his/her returning examination done by a physician in the Emergency Room.

Discipline for sick time usage will not be capricious, arbitrary or unreasonable.

Hospitalization will not be counted as a period of absence in determining frequency of absence; however, as is currently the practice, it will be counted in determining the employee's ability to meet the attendance requirements of the job. No sick leave will be paid for any work absence for which the employee is otherwise compensated, e.g., by workers' compensation.

If an employee resigned or is dismissed or laid off and has exceeded his/her allowable sick leave (or pro rata portion for the year of termination) the excess sick leave shall be deducted from any monies due him/her from the Hospital Center at the time of resignation, layoff or dismissal.

### **7.11 Workers' Compensation**

Employees who file for Workers' Compensation may elect to remain on the payroll by drawing on sick leave from their own individual bank for the length of their period of disability. They shall also continue to have contributions made on their behalf to the Benefits Fund until the sick leave has been exhausted and/or throughout their period of Workers' Compensation. The first five (5) days of leave for an employee who is eligible or becomes eligible for Workers'

Compensation shall be paid as Hospital Business Days. However, if an RN is denied compensable damages in a Workers' Compensation hearing, the RN shall refund this leave from his/her accrued time.

### **7.12 Incubation Periods**

Employees who have been exposed to a contagious disease with a short-term incubation period, and who as a result are required by the Hospital Center to absent themselves from the workplace during that incubation period, shall not be required to use their sick leave for such absence. All such time shall be considered to be paid Hospital business days.

### **7.13 Sick Bank/Disability Option**

#### **A. Disability Option I**

An employee who (a) has been sick or disabled for a continuous period of more than seven (7) days, (b) is entitled to receive disability benefit payments from the NYSNA Benefits Fund and (c) is entitled to paid sick leave under the Hospital Center's sick leave plan, shall be paid by the Hospital Center for each day of absence for which the employee is entitled to receive disability benefit payments from the Fund, at the rate of one-half ( $\frac{1}{2}$ ) of a day's pay for each day of absence and such leave shall be charged against the employee's sick leave entitlement at the rate of one-half ( $\frac{1}{2}$ ) of a sick day per day of qualifying absence up to the maximum amount of the employee's sick leave entitlement under section 7.09 hereof.

The Hospital Center shall offer each employee the opportunity to choose, in writing, by October 1st, between the program outlined in the paragraph above or the combined sick leave/disability benefit payment program described below.

#### **B. Disability Option II**

Employees who are eligible for disability benefit payments from the NYSNA Benefits Fund and have a minimum of twenty (20) days of accrued sick leave entitlement may opt to receive full sick leave pay for each day of disability up to the maximum amount of the employee's sick leave entitlement. Until such time as the Fund may change its current procedure, employees who choose to use this program as a condition of receiving full sick pay, must agree in writing on a form to be provided by the Hospital Center and irrevocable for a period of one (1) year, for checks for disability benefit payments from the Fund to be sent to the Hospital Center Human Resources Department and endorse such payments to the Hospital Center. Upon doing so, the Hospital Center will credit, subject to collection, back to the employee's sick leave bank one-third ( $\frac{1}{3}$ ) of a day of sick leave for each full day of disability originally paid for which the Hospital Center has been reimbursed from the Fund. The sick leave bank of employees participating in the Disability Option Plan shall be credited upon the employee's return to work. Employees choosing to use the program during a calendar year must notify the Hospital Center of their agreement to do so, which shall be irrevocable for such calendar year, in writing, on a form to be provided by the Hospital Center before October 1st of the preceding year.

### **C. Catastrophic Illness Program**

The Hospital Center has created a mechanism to enable employees to donate their unused sick leave for the use of another employee who is suffering from a catastrophic illness. Upon submission of the list of sick time donors by the Association to the Vice-President, Corporate Human Resources, the Hospital Center will adjust the sick leave banks of the donating employees and the bank of the employee receiving the sick time. A computer run reflecting these changes shall be provided to the Association General and Local Representatives at each Site by no later than the second (2nd) pay period following submission. Employees who elect to so donate the sick leave shall forfeit the donated portion for purposes of the buyback mechanism delineated in the last paragraph of this Section. (See below.)

### **D. Buy Back Plan**

Employees who use sixty (60) or less hours of sick leave per calendar year will have the option to cash in all or part of those unused hours up to sixty (60) hours. Any hours the employee chooses not to cash in will be banked subject to the limitations contained in Section 7.09.

Payment for cashed in hours will be issued no later than the end of February.

The Plan will be prorated for new hires and part-time employees.

### **7.14 Leave for Death in Family**

A full-time employee, after sixty (60) workdays of employment, shall be paid for twenty-two and one-half (22.5) hours absence in the event of death of the employee's parent, spouse, domestic partner, child, brother, sister, grandparent or legal guardian.

Verification of domestic partner status shall include documentation of shared domicile and a written attestation that the relationship is "spouse-like".

Such days must be taken consecutively within seven (7) days of the notification of the day of death or the day of the funeral and may not be split or postponed. An employee will be paid for such days at the employee's regular compensation rate.

A part-time employee will receive a pro rata benefit under this paragraph.

### **7.15 Marriage Leave**

A full-time employee, after sixty (60) workdays of employment, will receive a twenty-two and one-half (22.5) hour paid leave of absence at the employee's regular compensation rate in the event of the employee's marriage. Such leave must be taken at the time of the employee's marriage and shall not be split or postponed.

A part-time employee will receive a pro rata benefit under this paragraph.

### **7.16 Family Event Leave**

A full-time employee, after sixty (60) workdays of employment, shall be entitled to seven and one-half (7.5) hours of paid leave of absence at the employee's regular compensation rate in the event: (a) of the birth of a child to his spouse or of a child to whom he acknowledges paternity and expects to provide

support, or (b) becoming the adoptive parent of a child. Such leave must be taken within two (2) weeks, but not to exceed one (1) month, of the time of occurrence and may not be postponed.

A part-time employee will receive a pro rata benefit under this paragraph.

### **7.17 Jury Duty: Amounts**

A full-time employee, after sixty (60) workdays of employment, who is called, not volunteered, to serve as a juror will receive his/her regular pay less his/her pay as juror for each day while on jury duty, which shall not include "on call" jury duty time when employees are able to be at work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the appropriate Director, Nursing.

A part-time employee will receive a pro rata benefit under this paragraph.

An employee's jury service shall be applied to the employee's workweek obligation.

Employees normally scheduled for evening or night shift shall be rescheduled to a day shift at their regular rate of pay while on jury duty.

### **7.18 Jury Duty: Procedure**

An employee who is summoned to jury duty (not volunteered) will promptly so notify the Hospital Center.

An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Hospital Center of such release. In court systems where postponements of jury duty can be granted for a period certain, the Hospital Center may request employees to defer jury duty service for no more than two (2) occasions per summons. The Hospital Center and the employee, if necessary, shall send the appropriate letter to the government office responsible for the selection and scheduling of jurors.

### **7.19 Paid Leave of Absence: Limitations**

All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter or shall be waived. Such paid leaves as described above may not be split or postponed. Employees will be terminated for obtaining leave by false pretense or for failure to return from a leave. The Hospital Center reserves the right to require proof of death and relationship in the case of funeral leave; and marriage and birth, in the case of marriage and family event leave.

### **7.20 Rest Period**

An employee working a full-shift shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day.

This time cannot be taken at the beginning or ending of the work shift. One (1) fifteen (15) minute break may be added to the meal period if the activities of the unit so indicate.

An employee who works at least a full half-shift shall be entitled to one (1) such fifteen (15) minute rest period.



If an employee does not receive the rest period as stated in this provision, compensatory time will be given and a log book will be kept in the Nursing Office or the unit as appropriate, where the appropriate Supervisor will record the compensatory time due on account of the employee not receiving rest period.

The Hospital Center will grant compensatory time within thirty (30) days after such time is accrued. Only if the Hospital Center does not grant this time within this period will the employee be paid for compensatory time accrued for longer than thirty (30) days. This time will be paid at premium rate to the extent that with the addition of this time, the employee exceeds seventy-five (75) hours in the biweekly pay period, or as due a part-time employee per Section 6.02, in which the compensatory time is credited for payment.

### **7.21 Check Cashing**

The Hospital Center will provide reasonable time each pay period to cash pay checks.

## **8. UNPAID LEAVE**

### **8.01 Meal Period**

At the Roosevelt site, an employee shall receive one (1) hour meal period, at a reasonable time each shift as the Hospital Center may assign. Where a one (1) hour meal period is not necessary for shift overlap, an employee may continue to receive a one-half (1/2) hour meal period.

At the St. Luke's site, present meal period policy as presently applicable to employees covered by this agreement shall continue in effect during the term of this agreement.

The meal period will not be considered time worked.

### **8.02 Personal Leave: Basis and Amount**

On application as required in paragraph 8.03, a regular full-time and part-time employee who has completed one (1) year or more of employment, except for maternity leave, with the Hospital Center will be eligible for leave of absence (a) up to three (3) months for personal business with an extension of an additional three (3) months, (b) up to six (6) months for personal illness with six (6) months' extension if supported by medical documentation, (c) up to twelve (12) months for maternity or adoption, (d) up to twelve (12) months for education in an accredited educational institution with an extension of six (6) months upon request, (e) up to twelve (12) months for Association business or employment with the Association.

Employees on leave pursuant to this paragraph may combine periods of paid and unpaid leave.

Such leave will be in addition to vacation leave, however, it must be taken with vacation leave, and shall be granted only for the period in excess of accrued vacation time. At the end of a leave of absence of three (3) months or less, the employee will be entitled to return to work in the same position held immediately prior to the leave of absence.

At the end of a leave of absence of one (1) year or less, the employee will be entitled to return to work in his/her job title without loss of previously accrued seniority.

An employee on leave pursuant to this paragraph will not accrue benefits under this agreement.

Employees who are on an approved leave of absence for maternity or educational purposes who desire to work per diem may do so. While such employees shall not accrue leave, except as set forth in Section 7.07, seniority or other benefits while working as per diem, they shall retain all seniority previously earned and accrued and all benefits contingent thereon if they return to full-time/part-time employment. Employee's choice to work per diem under this paragraph will not affect any other rights they have under this agreement.

### **8.03 Personal Leave: Procedure**

An employee desiring a leave of absence under paragraph 8.02, except in case of emergency, will apply for it in letter form to the Assistant Vice President for Nursing or appropriate Nursing Department Head, at least four (4) weeks prior to commencement of such leave and the Assistant Vice President for Nursing will notify the employee of the decision within two (2) weeks of submitting the request for the leave. An employee desiring an extension of leave of absence will submit a similar application not later than ten (10) workdays before the scheduled expiration of that leave and the Hospital Center will notify the employee of its decision, within one (1) week after receiving such application. The Hospital Center will simultaneously notify the Association of any leave or extension granted and its duration.

### **8.04 Personal Leave: Limitation**

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

### **8.05 Military Leave**

Leave 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. An employee who is a member of the reserve or National Guard and is obligated to attend weekend duty on one (1) or more weekends on which he/she is scheduled to work may not be required to make up weekends missed provided the weekends he/she actually works will be no greater than eighteen (18) in a calendar year.

The Employer shall pay to employees eligible herein the difference between military pay and employee's regular compensation rate for up to ten (10) days annually for military duty with no makeup of lost weekends involved. Such payment shall be made on the regular payday.

## **9. MONETARY BENEFITS: HEALTH AND PENSION INSURANCE**

### **9.01 New York State Nurses Association Benefits Fund**

1. a. Effective January 1, 2002 – December 31, 2002, the Hospital Center shall contribute annually to the New York State Nurses Association Benefits Fund ("Association Benefits Fund") the sum of eight thousand

two hundred and thirty-one dollars (\$8,231) for each regular full-time and part-time employee to maintain participation in Plan 96 1A.

- b. Effective January 1, 2003 – December 31, 2003, such contribution shall be nine thousand and eighty-seven dollars (\$9,087) per annum for each regular full-time and part-time employee to maintain participation in Plan 96 1A.
- c. Effective January 1, 2004 – December 31, 2004, such contribution shall be nine thousand nine hundred and forty-four dollars (\$9,944) per annum, for each regular full-time and part-time employee to maintain participation in Plan 96 1A.

Contributions shall be paid monthly by the Hospital Center to the Fund for new employees the first (1st) day of the month following their employment. Contributions shall be paid no later than the last day of the month for which they are to be paid, e.g., contributions for the month of January are to be received no later than January 31 based on the previous month's payroll. Effective October 10, 2002, the Hospital Center shall continue fund contributions for any employee on disability or a medical leave of absence for a period of up to five (5) months.

The Hospital will notify the Benefits office ten (10) days prior to the end of the leave period regarding the discontinuation of benefits. If timely notice is not provided by the Hospital, the Hospital shall continue to provide employee health benefits.

In the event that the Hospital Center shall fail to make payments as provided herein, the Association Benefits Fund shall be entitled to charge interest upon such obligation from the end of the grace period herein provided at the rate of one and one-half percent (1-1/2%) per month.

This contribution shall be used to provide health and welfare and related benefits for the employees on whose behalf contributions are made and shall be in lieu of all health and welfare and related benefits provided by the Hospital including temporary disability benefits.

2. The above stated contributions per full-time employee shall be prorated for part-time employees as described in section 18.01(h) provided the part-time employee has authorized the required deduction from his/her paycheck for that period.
3. The Association Benefits Fund shall be held and administered under the terms and provisions of the existing Trust Agreement and any amendments thereof.
4. An independent audit of the Benefits Fund shall be made annually and a statement of results thereof shall be furnished to the Hospital Center.
5. The Benefits Fund shall secure and retain any necessary approval of the U.S. Internal Revenue Service as a qualified benefit fund as well as any other governmental or other approval. A copy of the IRS qualification letter shall be given to the Hospital Center.

6. The foregoing are express conditions of contributions under this paragraph and any obligation to make contributions shall cease and any amounts contributed returned on failure of any of the foregoing conditions.
7. The parties shall agree upon an impartial arbitrator to hold office for one (1) year to hear and determine any disputes which may arise between the parties as to a claim that any payment to said fund is overdue. The reappointment of an arbitrator or the appointment of the new arbitrator shall be decided by the parties each year of the contract.
8. This Plan is a total substitution for the present Hospital Medical and Insurance Plan except the Hospital Center will continue Workers' Compensation coverage as at present, in accordance with law.
9. Should the Association agree with any other health care facility to provide the same benefits for the same time period at a lower contribution rate approved by the Trustees of the New York State Nurses Association Benefits Fund (except for a rate which is lower solely because of an actuarial adjustment made to reflect differing contract effective dates), the Hospital Center shall reduce its contributions hereunder to such lower rate.

In the event the Hospital Center decides to withdraw from the Association Benefits Fund, it shall provide benefits for its employees substantially similar and in the aggregate not less than those then provided by the Association Benefits Fund.

10. *Benefit Plan Safety Net.* If during the term of this agreement it is actuarially determined that the contractual Benefits Fund contribution rates are not adequate to provide the Plan Benefits for the term of the agreement, and either Presbyterian Hospital or Mount Sinai Hospital agree to make such additional contribution, the Hospital Center shall increase its contribution to the amount actuarially required to fund such benefits for the term of the agreement.

### **9.02 New York State Nurses Association Pension Plan**

The Hospital Center will contribute to the New York State Nurses Association Pension Plan whatever rate is established by the trustees of the New York State Nurses Association Pension Plan for any and all future plan improvements.

1. *Effective January 1, 2002 – December 31, 2002, the Hospital Center shall contribute to the New York State Nurses Association Pension Plan ("Association Pension Plan") annually the sum of zero dollars (\$0) for each regular full-time employee covered by this agreement on whose behalf contributions are made, exclusive of employees who are on a leave of absence pursuant to section 8.02.*

*Effective January 1, 2003 – December 31, 2003, this rate will be four thousand nine hundred and sixty-eight dollars (\$4,968), but if maximum tax deductible contributions is less the contribution will not exceed the maximum tax deductible contribution.*

*Effective January 1, 2004 – December 31, 2004, the rate will be five thousand six hundred and thirteen dollars (\$5,613), but if maximum tax*

deductible contributions is less the contribution will not exceed the maximum tax deductible contribution.

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

The Hospital Center shall begin making payments for newly hired employees ninety (90) working days after their date of hire.

In the event the impact of the extension from sixty (60) working days to ninety (90) working days after date of hire is found to have a negative impact on a nurse's pension benefit, the Hospital Center shall forthwith proceed to commence making payments required for the thirty (30) working day period on such a schedule as to restore the nurse's level of benefit to that which would otherwise have existed.

Payments by the Employer shall be made monthly based on the previous month's payroll and the annualized rate set forth above. These payments shall be paid no later than the end of the month following the month of computation.

In the event that the Hospital Center shall fail to make payments provided hereunder, the Association Pension Plan shall be entitled to charge interest upon such obligation from the end of the grace period herein provided, at the rate of eighteen percent (18%) per annum, one and one-half percent (1.5%) per month.

2. Such payments shall be used by the Trustees of the New York State Nurses Association Pension Plan for the purpose of providing pension benefits for employees as the Trustees may from time to time determine.
3. Notwithstanding the foregoing, it is understood and agreed that the obligation of the Hospital Center under this section is subject to and conditioned upon the fulfillment of each of the conditions that:
  - a. The Association Pension Plan shall be held and administered under the terms and provisions of the existing agreement and Declaration of Trust, and any amendments thereof.
  - b. All employees covered by this agreement who are or have been participants under the Hospital Center's Pension Plan shall, as of March 1, 1975, cease to be participants in the Hospital Center's Pension Plan and become immediately and continuously covered under the Association Plan, provided, however, that the Hospital Center's Pension Plan shall continue to make payments of pension benefits to those retirees who are now receiving benefits, and those participants who are or become eligible before September 1, 1975 for a normal, early or disability retirement, application for which is received by the Hospital Center before such date, to be effective on or before September 1, 1975.
  - c. The Association Pension Plan benefit formula, eligibility requirements for normal, early and disability retirement, vesting criteria, and other conditions of benefits shall be no less valuable to employees previously

covered by the Hospital Center's Pension Plan than that which such employees would be entitled to under the terms of the Hospital Center's Pension Plan in effect as of March 1, 1975.

- d. The Association Pension Plan shall be a complete substitute for the Hospital Center's Pension Plan for all employees as herein provided who now or in the future become participants of the Association Pension Plan. Accordingly, the Association Plan shall assume the obligation for the past and current service credits, vesting rights and other benefits earned under the Hospital Center's Pension Plan in accordance with the terms in effect as of March 1, 1975.
- e. Except for the obligations assumed herein for retirees and prospective contributions to the Association Pension Plan, the Association, Association Pension Plan and the employees shall have no further claim for pension or retirement benefits upon the Hospital Center's Plan and its accumulated assets and all such benefits presently accrued under the Hospital Center's Plan, *whether or not vested are, except as otherwise specifically provided herein for the period March 1, 1975 to September 1, 1975, waived for the employees covered by this agreement.*
- f. Approval of the Association Pension Plan and all the foregoing benefit and financial arrangements is obtained from the Internal Revenue Service as a qualified pension plan as well as from other government agencies having jurisdiction over such matter. A copy of the IRS qualification letter shall be sent to the Hospital.

In the event that all of the above conditions are not met, or the government agencies mentioned above impose supplementary conditions upon the Hospital Center's Pension Plan or the Hospital, such as requiring the continuation of coverage for employees for the same periods of employment as are covered by the Association Plan, then the obligation of the Hospital Center to contribute to the Association Pension Plan shall be deemed null and void from its inception, and any monies contributed by the Hospital Center shall be immediately paid over to the Hospital Center's Pension Plan, and this entire section reopened for further negotiation and settlement.

4. An independent audit of the Pension Plan shall be made annually and a statement of the results thereof shall be furnished to the Hospital Center.
5. The Hospital Center will provide to the Plan Office by March 1 of the following plan year a computerized magnetic tape, or hard copy list where the Employer does not have computer capability, which contains the following information for each participant covered by the plan as of December 31 of the preceding year: (a) name; (b) social security number; (c) date of birth; (d) date of hire; (e) sex; (f) number of annual hours regularly scheduled to work; and (g) annual base compensation and differential, excluding overtime, shift and educational differentials and any other form of compensation.
6. Employees who are currently working in a position covered by the plan shall be entitled to retire with full pension benefits at age 60 or later with twenty (20) years of service.

7. Employees shall be entitled to retire with partial pension benefits at age 55 with five (5) years of service.

### **9.03 Pension Supplement**

Employees shall have the right to contribute at their own expense to an existing Tax Sheltered Annuity provided by the Hospital Center.

### **9.04 Retirement Payments**

Employees who retire or have retired during the period from December 2, 1999 until contract ratification, who have completed twenty (20) years of St. Luke's-Roosevelt bargaining unit seniority and have reached the age of sixty (60), will be eligible for a lump sum payment as follows:

Employee will be paid two thousand dollars (\$2,000) per year if they retire under the NYSNA Pension Plan until the age of sixty-five (65). Payment will be prorated during the calendar years. For example, an employee retiring on July 1<sup>st</sup> would receive one thousand dollars (\$1,000) upon retirement and two thousand dollars (\$2,000) on January 1 for the following calendar year.

Only employees who retire during the period identified above will be eligible for the lump sum payment provided herein. The initial payment will be provided within 30 days of their retirement. Subsequent payments will be made each January 1.

### **9.05 Retirement Health Coverage**

- A. Employees who retire on October 10, 2002 or after, who have completed twenty (20) years of St. Luke's-Roosevelt bargaining unit seniority and have reached the age of sixty (60), will be eligible to participate in the Employers Retirement Medical Coverage Plan. Benefit coverage and employee contribution requirements will be the same as non-represented employees.

Participation in the plan is available to employees until the age of sixty-five (65) and only if they have retired under the NYSNA Pension Plan.

- B. Supplemental Medicare Coverage

Employees who retire under the NYSNA Pension Plan on December 2, 1999 or later and reach the age of sixty-five (65) will be eligible to purchase supplemental health benefit coverage under the Employers Retirement Medical Coverage Plan.

The Employer will not contribute to the cost of the plan.

- C. For plan information, see Addendum E.
- D. All required employee payments to the plan will be made on a monthly basis no later than the 15<sup>th</sup> of each month.
- E. Employees who retire on January 1, 2005 and later will not be eligible to participate in the Employer Retirement Medical Coverage Plan

## **10. MONETARY BENEFITS: MISCELLANEOUS**

### **10.01 Terminal Benefits**

A regular full-time or regular part-time employee whose employment is terminated will receive payment for accrued vacation pay prorated to the employee's termination date and accrued but unpaid holidays and personal days.

A regular full-time or part-time employee who converts to per diem and remains available on a regular basis for per diem assignments shall, upon reemployment, be credited with the accrued seniority he or she had at the time of the original conversion.

### **10.02 Resignation**

An employee who terminates his employment by resignation shall give the Hospital four (4) weeks' written notice. Such written notice is to run from the date the letter arrives in the Director of Nursing's office, or employee shall forfeit terminal benefits such as accrued but unpaid vacation time, accrued but unpaid holiday or personal days.

Workdays shall include all pre-scheduled approved vacation requested in writing at least three (3) months prior to commencement of the notice period.

An employee who has not been previously counseled or warned for absence shall not be required to produce proof of illness for the first period of absence after giving notice of termination unless otherwise required.

### **10.03 Shift Differential: Evening and Night Shifts**

The Hospital Center will pay additional compensation to a regular full-time employee who is assigned to the evening and night tour. The differential will be at the rate of five thousand four hundred dollars (\$5,400) per year.

A part-time employee will be entitled to a proportionate benefit under this paragraph.

A per diem employee will be entitled to a proportionate benefit as outlined in Schedule A.

### **10.04 Experience Differential**

Effective January 1, 1994, regular full-time employees shall be paid additional compensation (Experience Differential), as applicable, based upon a combination of continuous Registered Professional Nurse experience with the Hospital Center (internal experience) and verifiable experience comparable to that of an employee in the Hospital Center's employ, as determined by the Assistant Vice President for Nursing, within twelve (12) years of employment by the Hospital Center (external experience) as set forth in the following table. Up to twelve (12) years of verifiable outside experience shall be credited for placement on the experience schedule. In cases where prior experience was earned as a part-time, per diem and/or agency nurse, credit shall be granted at a rate in the amount of one (1) year of experience after completion of each unit of one thousand six hundred and thirty-five (1,635) hours of time worked. RN experience that meets the above criteria is counted regardless of the employee's title or specialty.



The Hospital Center may require proof of experience as a condition of payment under this paragraph.

Years of Experience	Effective 1/1/99	Effective 1/1/03
0	\$0	\$0
1	\$2,000	\$2,000
2	\$3,000	\$3,000
3	\$4,000	\$4,000
4	\$5,000	\$5,000
5	\$6,000	\$6,000
6	\$7,000	\$7,000
7	\$8,000	\$8,000
8	\$9,000	\$9,000
9	\$10,000	\$10,000
10	\$11,000	\$11,000
11	\$12,000	\$12,000
12	\$13,000	\$13,000
13	\$14,000	\$14,000
14	\$15,000	\$15,000
15	\$16,000	\$16,000
16	\$17,000	\$17,000
17	\$18,000	\$18,000
18	\$19,000	\$19,000
19	\$20,000	\$20,000
20	\$21,000	\$21,000
21	\$22,000	\$22,000
22	\$23,000	\$23,000
23	\$24,000	\$24,000
24	\$25,000	\$25,000
25	\$25,000 plus \$1,000 lump sum each year on anniversary	\$26,000
26		\$27,000
27		\$28,000
28		\$28,000 plus \$1,000 lump sum each year on anniversary

The lump sum bonuses paid to employees with twenty-five (25) or more years experience shall be paid in annual separate checks. Effective January 1, 2003 this changes to 28 years.

Full-time employees shall receive the required amount and shall move from step to step thereafter effective on the anniversary of their individual dates of hire. Part-time and per diem employees shall move from step to step upon completion of one thousand six hundred and thirty-five (1,635) hours paid at straight time.

#### **10.05 Educational Differential**

Effective January 1, 1993, the Hospital Center will pay additional compensation at the rate of one thousand three hundred dollars (\$1,300) per year to a regular employee who holds a baccalaureate degree, one thousand six hundred dollars

(\$1,600) to any employee who holds a master's degree, and one thousand nine hundred dollars (\$1,900) to any employee who holds a doctorate degree from an accredited educational institution, but such amounts shall not be cumulative.

The New York State Education Department External BSN degree shall be recognized for purposes of the Educational Differential.

Compensation under this section must be for a degree in nursing or a degree from an accredited institution in an allied field, directly related to the employee's job, as determined by the Hospital Center. The effective date of such differential shall be the date the Hospital is notified of receipt of appropriate degree by the employee. Such amounts are not cumulative.

Regular part-time employees will be entitled to a proportionate benefit under this paragraph.

### **10.06 Differential for Work in a Higher Classification**

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

### **10.07 In-Charge Differential**

An employee who has an in-charge responsibility shall receive an additional compensation of one dollar and forty cents (\$1.40) per hour. Where the Nurse Manager of a unit is on duty during a shift, and the Assistant Nursing Care Coordinator is not on duty on the unit on that shift, an employee shall be designated as in charge of the unit and receive charge pay for the entire shift in at least the following instances.

1. On each individual unit when the Nurse Manager is covering multiple units; and
2. Where the Nurse Manager is adjusting his/her own work schedule causing his/her absence in excess of one (1) hour at the beginning of a shift; and
3. Where the Nurse Manager is absent from the unit, or has conflicting responsibilities which prevent him/her from personally carrying out the charge function in the unit, for more than three (3) hours.

### **10.08 On-Call**

An employee required to be on-call shall receive during such time a rate of pay as follows:

- a. Three-fourths (3/4ths) regular hourly rate of pay for each hour on-call, off site; and straight time (the employee's regular hourly rate of pay) for each hour on-call, on site up to forty (40) hours and one and one-half (1½) times regular hourly rate for hours in excess of forty (40) in a workweek.
- b. One and one-half (1½) times regular hourly rate for each hour worked when called to work at other than during normal work hours with a guaranteed minimum of pay for four (4) hours' work.
- c. A Nurse Anesthetist may receive a maximum of two (2) guaranteed minimums of four (4) hours each during a period of being on-call. The past practice of compensatory time for Nurse Anesthetist will continue as heretofore.

There will be no pyramiding of pay under this paragraph. On-call room will be provided for Nurse Anesthetists and Operating Room nurses.

### **Home Dialysis Nurses**

- 1) For all hours on-call for any week during which time the employee is required to carry the beeper, the employee will receive a \$400 a week flat bonus. If the employee is asked to carry the beeper for a day of any week, he or she will receive a prorated amount for the time worked; 2) should the employee be required to come into work, the rate of pay would be consistent with this Article.

The Employer agrees that RNs in the Roosevelt Hemodialysis unit are not required to take call.

### **10.09 Tuition Refund**

Tuition reimbursement for successfully completed courses in nursing and allied fields directly related to the employee's work at the Hospital Center will be as follows:

A regular full-time employee will be reimbursed by the Hospital Center for up to eighteen (18) credits per year and a prorated portion for regular part-time employees.

Sixty percent (60%) reimbursement shall be paid within thirty (30) workdays upon presentation of bursar's receipt and forty percent (40%) within thirty (30) workdays upon submission of satisfactory evidence of successful completion of the course.

The Hospital Center will reimburse any full-time employee up to two hundred fifty dollars (\$250) for the fees of taking one (1) qualifying examination during the term of the contract for certification in a field or area of specialization in which the nurse is employed by the Hospital Center. The Hospital Center may require proof of such expenditure as a condition of reimbursement. The payment plus any tuition shall not exceed the tuition allowance for the year. Part-time employees will receive a prorated portion of the application for certification fee.

An employee may have a part of the refund under this paragraph applied to cover the cost of performance, written and challenge examinations toward a degree in nursing. The fees associated with challenge exams shall be paid in full if an employee passes said exam. The cost of the challenge exam may be charged against eighteen (18) credits of tuition refund.

No later than December 31, 1995, the Hospital Center agrees to refer the issue of including the psychiatric institutes for tuition refund payments to the Central Education Committee which shall develop the criteria to determine which institutes, if any, will qualify for payment. Up to two (2) Psychiatric Clinical Specialists shall participate in the Central Education Committee discussions of this subject. Until such criteria are developed, payments shall continue under the continuing education fund for those institutes deemed eligible. For institutes deemed ineligible for tuition refund, payments shall also continue under the continuing education fund.

### **10.10 Uniform Allowance**

Upon completion of each twelve (12) months consecutive service, regular full-time employees who are required to wear and supply their own uniforms will be paid an annual uniform allowance of one hundred and thirty dollars (\$130). Payment of such allowance to regular part-time employees will be prorated. Payments of such allowance will be in two (2) amounts of sixty-five dollars (\$65) payable on March 1 and September 1 of each year. Provision of this clause will be effective March 1, 1975.

Uniform allowance is eliminated for all new hires effective January 15, 1979. Incumbents as of January 15, 1979 continue to receive present uniform allowance, at the Roosevelt site only.

### **10.11 Certification Differential**

Regular full-time employees who hold a recognized certification in the field or area of specialization in which they are currently employed by the Hospital Center will be paid differential at the rate of one thousand two hundred and fifty dollars (\$1,250) per year.

Qualifying part-time employees will receive the applicable differential on a prorated basis. Failure to maintain certification will cause the employee to lose this differential. An employee is entitled to only one certification differential at any one time. Payment will be made upon the presentation of appropriate documentation.

### **10.12 Preceptorship Differential**

Employees who serve as preceptors shall receive additional compensation at the rate of one dollar and forty cents (\$1.40) per hour for each hour so serving.

The Hospital Center shall make best efforts to ensure that only employees who have completed the Preceptorship training shall serve as preceptor.

### **10.13 Float Pool Differential**

Regular full-time and part-time employees who are assigned to the float pool shall receive a differential beyond their regular rate of pay equal to ten percent (10%) of their individual base rate.

### **10.14 Voluntary Subject-To-Call**

1. Employees who volunteer to be subject-to-call, pursuant to a one (1) week posting, on a unit or grouping of units, will receive a sign-up pay of forty-five dollars (\$45.00) per shift whether or not called to work. The posting of subject-to-call opportunities shall identify the unit or units to be covered, the shift or shifts involved and whether in-charge responsibilities are required.
2. An employee who volunteers for a subject-to-call opportunity will be available for assignment up to one (1) hour after the start of the shift and, if not previously assigned, shall be available by phone at a number on file at the Nursing Office during the two (2) hour period prior to and the one (1) hour period after the start of the shift. When the registered nurse is called, he/she will be told the specific unit he/she will be working on and whether he/she will be in charge.

3. Subject-to-call posting shall be used where registered nurse staffing levels are barely sufficient as a result of accelerating acuity and a single sick call would clearly cause gross understaffing and would otherwise require mandatory overtime in violation of this agreement because the specialized skills required by the unit are unique and not available from the float pool and voluntary overtime because a vacancy has not been anticipated in that unit.
4. In accordance with Section 3.04 the Corporate Labor Management Committee will develop guidelines regarding the placement of the foregoing subject-to-call postings as well as other appropriate uses, including diminishing last minute floating needs.

## **11. HEALTH AND SAFETY**

### **11.01 Health Examination**

The Hospital Center will, at its expense, give each employee a general health examination (including x-ray) when the employee enters the Hospital Center's employment, and will continue the present policy regarding annual examinations.

Employees who, within the context of their employment relationship, are seen by the Hospital Center's Employee Health Services, will not be billed for such services, nor will the Hospital Center bill the Benefits Fund. Employees who use the Hospital Center's Emergency Department in lieu of the Health Service when the Health Service is closed, will not be billed for such services, nor will the Benefits Fund be billed.

The Benefits Fund will be billed directly for employees' use of the Emergency Department for any other reason. The Employer shall accept payment from the Benefits Fund as payment in full.

### **11.02 Hospital Center Obligation**

The Hospital Center acknowledges its responsibility to provide a workplace free from recognized hazards that are causing or are likely to cause serious physical harm to employees. The Hospital Center will observe all applicable health and safety laws and regulations.

The Hospital Center's policy is to provide, by dispatch through the Central Nursing Office, personnel assigned to other duties who can be made available on an as-needed basis to assist in the movement of unusually burdensome patients. While the Hospital Center does not guarantee the availability of assistance, and the unavailability of assistance in a particular case is not subject to the grievance procedure (Article 15), it is agreed that the Association may process as a policy grievance a claim that the Hospital Center has not implemented this policy in good faith.

The Hospital Center agrees to apply best faith efforts to insure that nurses who work in clinic settings shall no longer be required to work alone beyond normal clinic hours. Such efforts shall include reconfiguration of work schedules of all employees to maximize employee safety.

### **11.03 Employee Obligation**

Every employee will observe all applicable health and safety laws and regulations and comply with all Hospital Center health and safety rules and instructions.

### **11.04 Employee Assistance Program**

Employees shall have access to the Hospital Center's Employee Assistance Program, including its service for employees involved in domestic violence situations.

## **12. BUSINESS OR EMPLOYMENT INTERRUPTION**

Neither the Association nor any employee will, directly or indirectly cause, engage or participate in any strike, work stoppage, work interruption, work interference, slowdown, picketing or boycott during the life of this agreement. The Hospital Center will not directly or indirectly cause, engage or participate in any lockout during the life of this agreement. Inability of the Hospital Center to continue operations because of a labor dispute or work stoppage or to merge or discontinue any part of its operations or functions within the bona fide exercise of its management rights as set forth in this agreement shall not be considered a lockout.

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

## **13. MANAGEMENT RIGHTS**

The Hospital Center has both the legal responsibility and the sole right to manage the Hospital Center and, except as specifically limited in this agreement, to (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline, discharge its employees and direct them in their work and (b) control all Hospital Center property. Except as this agreement otherwise specifically provides, the management of the Hospital Center and the direction of the work force shall be in the sole discretion and the sole responsibility of the Hospital Center, and except as otherwise provided herein, the Hospital Center retains its sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to work force; plan, direct and control the entire operation of the Hospital Center; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvements; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties or causes the elimination or addition of nursing titles or jobs; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital Center prior to the execution of this agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Hospital Center prior to execution of this agreement, whether exercised or not, are retained by and are to remain exclusively with the Hospital Center, except as limited herein. None of these rights shall be exercised in a capricious or arbitrary manner.

## **14. AGENCY NURSES**

The Hospital Center shall be entitled to employ independently contracted registered professional nurses only to the extent it is unable to recruit qualified regularly employed personnel.

When this Section must be invoked, the Hospital Center shall hold such independently contracted personnel to the same standards as it does its regular staff; i.e., after orientation under the inservice department is provided, such employees shall be required to implement all policies and procedures as expected of regular personnel.

Agency nurses will take charge when they have:

1. worked a minimum of fifteen (15) shifts within a division within a six (6) month time-frame;
2. received a satisfactory performance appraisal; and
3. been recommended by either a Nurse Manager or Administrative Coordinator from the division most frequently worked in. However, agency nurses who are former employees shall be qualified to take charge if they were eligible when they left employment.

In addition, agency nurses shall be expected to administer blood products, carry keys and count narcotics.

## **15. GRIEVANCE ADJUSTMENT**

### **15.01 Scope**

Except as otherwise provided in this agreement, every grievance either the Association (and the employees it represents) or the Hospital Center may have with each other arising from application or interpretation of this agreement or otherwise, will be adjusted as stated in paragraphs 15.02 through 15.07.

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

A grievance which affects a substantial number or class of employees, or on behalf of the Association, in which the Hospital Center's representative designated in Step One lacks authority to settle, may initially be presented at Step Two by the Association's representative, provided that such grievance must be filed within the time period set forth in Step One of the grievance procedure as set forth herein. Paragraphs 15.02 through 15.07 will apply equally to the Nurse Anesthetist and Anesthesia Instructors; however, where the term "designee" is used in paragraphs 15.03 and 15.04, it shall be deemed to include the Director of Nurse Anesthesia Services as applicable and appropriate.

### **15.02 Informal Discussion**

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

### **15.03 Procedure and Time Limits: Step One**

If the grievance is not adjusted by informal discussion as provided for in paragraph 15.02, or if the grievance involves a matter other than a matter involving compensation, affecting more employees than one (1), the Association or group of employees allegedly affected will serve a written notice of grievance on the appropriate Nurse Manager or Director, within fourteen (14) days after occurrence of the facts on which the grievance is based, or in the case of a monetary benefit (i.e., a claim for compensation, holiday pay, vacation pay or any other benefit payable in money for an employee fringe benefit) within thirty (30) days after the occurrence if it could not have been discovered within the foregoing fourteen (14) day period. If no such notice is served in the time specified, the grievance will be barred. Within five (5) days following any conference between the local representative and the appropriate Nurse Manager or Director, the answer of the appropriate Nurse Manager or Director shall be given to the local representative.

### **15.04 Procedure and Time Limits: Step Two**

If the grievance is not adjusted in the time specified in Step One, the grievance may, within ten (10) days after the answer in Step One, be appealed to Step Two by written notice served on the appropriate Director, Nursing or designee. If no such notice is served in the time specified, the grievance will be barred. Within five (5) days following any conference between the Association's general representative and the appropriate Director, Nursing or designee, the answer of the appropriate Director, Nursing or designee shall be given to the Association.

With grievances concerning professional nursing practice issues at Step Two of the Grievance Procedure that cannot be resolved by the Director, Nursing, the Association may present the grievance to the Assistant Vice President for Nursing and the time for appeal of such grievance to Step Three of the Grievance Procedure shall not begin to run until the answer of the Assistant Vice President for Nursing is given, which answer shall be given within five (5) days following any conference between the Association's general representative and the Assistant Vice President for Nursing.

The Hospital Center shall notify the Association and the Chairperson of the Grievance Committee, in writing, of any discharge, demotion or suspension within forty-eight (48) hours (not including Saturdays, Sundays or holidays) from the time of such disciplinary action. If the Association decides to contest a discharge, demotion or suspension, except in the cases specifically excepted from such contest by this agreement, it shall give written notice thereof to the Hospital Center within ten (10) working days after receipt of a notice of discharge, demotion or suspension. The notice of contest shall be signed by an authorized representative of the Association and shall set forth specifically the following information concerning the event complained of: name and job of the employee, date, time or approximate time, place, article violated and remedy sought. The grievance shall be submitted and determined under the grievance and arbitration procedure set forth herein commencing however at Step Two of the grievance procedure. If a disciplinary action results from conduct relating to a patient and the patient and/or person involved does not appear at the arbitration hearing, the arbitrator shall not consider the failure of the patient or other person involved to appear as prejudicial.



The Hospital Center shall notify the Association and the Chairperson of the Grievance Committee, in writing, of any written discipline (other than a discharge, demotion or suspension) within forty-eight (48) hours (not including Saturday/Sunday/holidays) from the time of such disciplinary action. If the Association desires to contest such written discipline, it shall commence such contest at Step One of the grievance procedure.

In the event that the Hospital Center disciplines or discharges an employee on the stated ground of misconduct in matters involving relations with or conduct of an employee towards patients, matters involving potential danger to patients or breach of professional ethics or responsibility with respect to the treatment of patients and the Association requests arbitration of the discharge, the burden of going forth with the evidence shall be upon the employee and the Association that the discharge has been made for reasons other than the grounds stated or that there was no such misconduct on the part of the employee.

Suspensions may be presented, at the Association's discretion, at Step Two.

#### **15.04a Reports To Office of Professional Discipline (OPD)**

When the Hospital Center reports a registered nurse to the Office of Professional Discipline (OPD), the Employer will notify the Association, the full-time release person and the affected nurse that such action has been taken within ten (10) working days of the report. The notice shall be a copy of the letter sent to OPD.

#### **15.05 Procedure and Time Limits: Step Three**

If the grievance is not adjusted in Step Two, the Association may, within ten (10) days after the answer in Step Two, appeal the grievance to Step Three by written notice served on the site's Assistant Vice President-Human Resources or designee. If no such notice is served within the time specified, the grievance will be barred. Within five (5) days following a meeting between the Association's general representative and Associate Vice President of Human Resources or designee, the answer of the Associate Vice President of Human Resources or designee shall be given in writing to the Association.

Terminations may be presented, at the Association's discretion, at Step Three.

#### **15.06 Procedure and Time Limits: Step Four**

If the grievance is not adjusted in Step Three and involves the application or interpretation of this agreement, such grievance may be submitted to arbitration by the Hospital Center or the Association. The Hospital Center and the Association will select the arbitrator from lists submitted to them by the American Arbitration Association under the Voluntary Labor Arbitration Rules or the Expedited Rules if mutually agreeable. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within twenty (20) days after the Hospital Center answers to Step Three, it will be barred. The fees and expenses of any arbitration will be shared equally by the parties. The arbitration shall be handled in accordance with the then-existing rules of the American Arbitration Association.

#### **15.07 Non-Nursing Department Grievance Procedure**

In the case of grievances by employees in non-nursing departments, the Step One management representative shall be the immediate supervisor and the

Step Two management representative shall be the Director or designee, provided that when the immediate supervisor and Director are the same person, the grievance shall be filed at Step Two within the time period for filing grievances as provided under Step One. Where a grievance in a non-nursing department involves a matter of professional nursing practice, the Assistant Vice President for Nursing will, upon a written request of the Association made at the time the grievance is submitted at Step Two, designate a member of nursing administration as a consultant to provide nursing practice input at Step Two.

#### **15.08 Arbitrator's Powers: Limitation**

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

#### **15.09 Time Limits**

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. The time limits specified in this section shall be deemed to be substantive provisions and failure to comply with such time limits or any of them shall be a complete bar to any action, except that failure on the part of the Hospital Center to answer a grievance at any step shall not be deemed acquiescence thereto and the Association may proceed to the next step.

The time limits herein may be extended by mutual agreement.

#### **15.10 Expedited Arbitration**

The parties agree to seek expedited arbitration on monetary and staffing issues. The parties shall at some future date, agree to a list of four (4) arbitrators to be utilized for the purposes of expedited arbitration. The parties agree that the definition of "monetary issues" shall not include issues involving restoration of backpay relating to suspensions and terminations.

### **16. EMPLOYEE FACILITIES**

#### **16.01 Parking**

The Hospital Center will continue to provide parking.

Waiting lists for parking spaces in Employer-owned/operated facilities shall be updated on a monthly basis and given to the Local Representatives to post on the NYSNA bulletin boards.

Agency Nurses shall receive no greater benefit than regular employees hereunder.

#### **16.02 Housing**

The Hospital Center shall continue to provide housing for the employees covered by this agreement. All housing owned/operated or to which the Hospital Center has any other affiliation shall be maintained in a condition that meets all City Codes.

Waiting lists for housing shall be updated and posted on a quarterly basis and given to Local Representatives to post on NYSNA bulletin boards. The type of regulations which cover each Site of Hospital Center housing shall be clearly stated at the top of the waiting list. If no regulations govern, that shall also be clearly stated.

The Hospital Center recognizes that issues arising from an employee's status as a tenant or user of parking facilities cannot carry over into their employment status.

## **17. N N-DISCRIMINATION**

The Hospital Center and the Association will comply with applicable Federal, State and City Laws, local ordinances and regulations prohibiting unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or political belief in all employment decisions, including but not limited to recruitment, hiring, compensation, training, and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, and termination, all other terms and conditions of employment.

## **18. MISCELLANY**

### **18.01 Definitions**

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

- a. "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- b. "Hospital Center" means the St. Luke's-Roosevelt Hospital Center; St. Luke's site at 1111 Amsterdam Avenue, New York, NY 10025 and Roosevelt site at 1000 10th Avenue, New York, NY 10019; and all operating divisional departments regardless of location;
- c. "Association" means the New York State Nurses Association, 120 Wall Street, Floor 23, New York, New York 10005;
- d. "Employee" means an employee covered by paragraph 1 of this agreement;
- e. "Section" means a whole numbered article of this agreement;
- f. "Council of Nursing Practitioners" means the bargaining unit;
- g. "Assistant Vice President for Nursing and Patient Services" shall be designated by site, as appropriate;
- h. "Proportionate Benefit" where provided for a regular part-time employee means that part of any stated compensation rate or other employee benefit determined by multiplying the applicable benefit for a regular employee by a fraction whose denominator is seventy-five (75), or seventy (70) where applicable, and whose numerator is the number of hours regularly scheduled (including fractions thereof) in the permanent part-time employee's biweekly pay period.

### **18.02 Notice to Parties**

Any notice required to be served on the Hospital Center under this agreement will be either mailed by registered mail to the Vice President for Human Resources or delivered to the Hospital Center or so mailed or delivered to the person and at such address as the Hospital may designate by written notice served on Association. Any notice required to be served on Association under this agreement with respect to termination or modification of this agreement, will be mailed to Association's Director of the Economic and General Welfare Program by registered or certified mail addressed to Association's headquarters

office, 11 Cornell Road, Latham, New York 12110. All other notices shall be sent to Association's New York office, or to such other persons and at such address as Association may designate by written notice served on Hospital Center.

### **18.03 Separability**

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

### **18.04 Succession**

*This agreement will bind the parties and their corporate or operational successors or assigns. Before any merger, sale or other change of ownership, the Employer shall provide written notice to the Association ninety (90) days in advance of such action. The Hospital shall notify any such entity of this obligation and shall provide a copy of the notice to the Association.*

### **18.05 Complete Agreement**

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

*The Hospital shall notify any such entity of this obligation and shall provide a copy of the notice to the Association.*

### **18.06 Meetings**

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

*A Corporate Labor-Management Committee composed of representatives of the Council and Administration shall be established.*

*Written recommendations of the Corporate Labor-Management Committee shall be referred to the Site Senior Vice President whose written response will be final.*

### **18.07 Changes in Position Descriptions**

*Any substantive contemplated changes in the work described in the Registered Professional Nurses Position Descriptions of employees covered by this agreement shall be submitted to the Association one (1) month prior to the anticipated implementation.*

### **18.08 Child Care**

*To the extent permitted by law and in accordance with legal requirements, the Hospital Center has implemented a Flexible Spending (Payroll Deduction) Account for voluntary participation by employees covered by this agreement through IRS Code Sections 125 and 129. It is the intent of the Hospital Center in connection with the projected St. Luke's Site construction and expansion program to conduct a feasibility study of a child care facility at the St. Luke's*

Site. There shall be an Association RN representative on the Task Force responsible for such study.

### **18.09 Access to Master Plan Information**

The Hospital Center shall provide upon request an explanation of any facet of the Master Plan.

### **18.10 Job Sharing**

The Association reserves its right to maintain job sharing. In the event that either party wishes to expand job sharing at the Hospital Center, the matter will be evaluated by the Corporate Labor-Management Committee. Any recommendations that result from such an evaluation shall be submitted to the Vice President for Human Resources. If approved both parties will work collaboratively toward an expeditious implementation.

### **18.11 Latex Allergy Prevention**

The Employer will endeavor to reduce the incidences of latex allergy by taking the following actions:

- (a) Eliminate powdered latex gloves.
- (b) Latex free gloves will be made available to employees who have a documented medical need verified by Employee Health Service as per Hospital Policy.
- (c) Latex allergy awareness will be made part of the annual educational requirement (to be included in annual safety educational requirement).

## **19. AMENDMENT**

This agreement shall constitute the sole and entire agreement between the parties with respect to rates of pay, wages, hours, and all other conditions of employment. It may not be amended, modified, waived, extended or otherwise revised except by agreement in writing duly executed by the parties.

## **20. EFFECTIVE DATES AND DURATION**

This agreement, except as otherwise stated, will be effective from 12:01 a.m., January 1, 2002, and will remain effective until 11:59 p.m. December 31, 2004 and from year to year thereafter unless terminated as provided in Article 21.

## **21. TERMINATION**

This agreement may be terminated effective 11:59 p.m., December 31, 2004 by written notice from either party delivered to the other party not later than October 1, 2004, of intent to modify or terminate it, and may be terminated effective 11:59 p.m. any subsequent December 31 by similar written notice delivered to the other party not later than the preceding October 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

**EXECUTION**

Signed by Employer and Association.

ST. LUKE'S-ROOSEVELT  
HOSPITAL CENTER

By *Frank Neff*  
Title VP/HR  
Date 4/15/03

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]*  
Director  
Title Economic and General Welfare Program  
Date 5.1.03

## SCHEDULE A

### A1.01

A-1.01

#### BASE ANNUAL RATES

Title	Effective 1/1/02 4%	Effective 1/1/03 4%	Effective 1/1/04 4%
Staff Nurse	56,821	59,094	61,458
Clinical Studies NI	56,821	59,094	61,458
Assit NCC	62,254	64,745	67,334
Public Health Nurse	64,978	67,577	70,280
Home Care Nurse	64,978	67,577	70,280
Clinical Studies NII	64,978	67,577	70,280
Instructor	75,806	78,838	81,991
Clinical Specialist	75,806	78,838	81,991
Perinatal Nurse	75,806	78,838	81,991
Nurse Practitioner	75,806	78,838	81,991
Infection Control Pract (Nurse Epidemiologist)	75,806	78,838	81,991
Nurse Midwife	75,806	78,838	81,991

#### Retroactive Pay

The above increase will be reflected in paychecks no later than November 14, 2002. Retroactive pay based on all hours paid will be sent out in a separate check no later than December 26, 2002.

Employees who were red-circled per the 1986 contract shall be eligible for all salary increases herein.

A regular part-time employee shall be entitled to a proportionate benefit under this section.

#### SCHEDULE A AMOUNT OF INCREASE

A1.02

Title	Effective 1/1/02	Effective 1/1/03	Effective 1/1/04
Staff Nurse	2,185	2,273	2,364
Clinical Studies NI	2,185	2,273	2,364
Assit NCC	2,394	2,491	2,589
Public Health Nurse	2,499	2,599	2,703
Home Care Nurse	2,499	2,599	2,703
Clinical Studies NII	2,499	2,599	2,703
Instructor	2,916	3,032	3,153
Clinical Specialist	2,916	3,032	3,153
Perinatal Nurse	2,916	3,032	3,153
Nurse Practitioner	2,916	3,032	3,153
Infection Control Pract (Nurse Epidemiologist)	2,916	3,032	3,153
Nurse Midwife	2,916	3,032	3,153

Employees who were red-circled per the 1986 contract shall be eligible for all salary increases herein.

A regular part-time employee shall be entitled to a proportionate benefit under this section.

A-1.03 Per Diem Rates

	Effective 1/1/01
Staff Nurse	\$33.00/hour
Nurse Practitioner	\$43.00/hour
Nurse Midwife	\$43.00/hour

Experience Differentials, Educational Differentials, and Shift Differentials, as provided for under this agreement, shall be added as appropriate.

A-1.04 Clinical Specialist Team Leader Differential

Effective 1/1/93
\$1,900

A-1.05 Base Annual Rates

Title	Effective 9/1/95
*Nurse Anesthetist	\$72,328
*Anesthesia Clinical Instructor	\$73,901
*Anesthesia Instructor	\$75,472

A-1.06 Amount of Increase

*Nurse Anesthetist	\$3,872
*Anesthesia Clinical Instructor	\$3,956
*Anesthesia Instructor	\$4,040

A regular part-time employee shall be entitled to a proportionate benefit under this section.

\*Should the system of payment for anesthesia services reimbursement be revised, the parties agree to reopen this agreement as it applies to the base rates and experience differential.

A-1.07 Per Diem - CRNA only

Effective 1/1/93
\$46/hour

Educational and Shift Differentials as provided for under this agreement shall be added as appropriate. Only time as a CRNA shall be credited toward placement on the Experience Differential schedule.

A-1.08 Promotional Increase

(a) An employee who is promoted from a lower rated job classification to a higher rated job classification shall, upon promotion, receive either the minimum job rate for the higher rated job classification or one thousand two hundred dollars (\$1,200) per annum, whichever is greater.

(b) A regular part-time employee shall be entitled to a proportionate benefit under this paragraph.



**EFFECTIVE OCTOBER 10, 2002**

**Schedule B1**  
**ST. LUKES HOSPITAL**  
**STAFFING GUIDELINES**

<b>UNIT</b>	<b>9B</b>	<b>9A</b>	<b>CL5</b>	<b>7A</b>	<b>10B</b>	<b>CL6</b>	<b>CL8</b>	
<b>COST CENTER</b>	295	252	240	243	293	288	244	
<b>AVG. OCCUPANCY</b>	37	27	33	30	28	20	29	
<b>DAY</b>	6/1/2 6/2	4/1/2 4/2	5/1/2-5/2	5/2 4/1/2	4/2	3/2 2/1/2	4/3	
<b>EVE</b>	/2	1/2 /2	/2	/2	/2	/2	4/3 3/1/3	
<b>NOC</b>	5/1/2 5/2	4/2 3/1/2	5/2	4/2	4/2	2/2	2/3	
<b>UNIT</b>	<b>CL9</b>	<b>7B ICU</b>	<b>CCU/OHR</b>	<b>HRT ST 6A</b>	<b>HRT ST 8B</b>	<b>NICU</b>	<b>L&amp;D/PP</b>	<b>PEDIATRICS</b>
<b>COST CENTER</b>	236	297	298	270	272	262	441	245
	26	21	14	29	36	2	15	12
<b>DAY</b>	4/3 3/4	10/2	7/1	6/2	8/2 + 1 ET	1	6/2	3/1
<b>EVE</b>	3/3	/2	/1	/2	/2 + 1 ET	1	/2	/1
<b>NOC</b>	3/3	10/2	7/1	6/2	8/2 + 1 ET	1	6/2	3/1
			1:1 IABP					
<b>UNIT</b>	<b>AMB SURG</b>	<b>AMB SURG</b>	<b>PACU</b>	<b>PACU</b>	<b>OR</b>	<b>OR</b>	<b>GI</b>	<b>Morningside Clinic</b>
<b>COST CENTER</b>	263	263	443	443	442	442	485	4
<b>DAY</b>	5/1	1/1 SAT ONLY	5.5/1	2/1 - 1/1/1 - 1/1	12/4/05	2/0/1 - 1/1/1	5/3	
<b>EVE</b>	1/1	CLOSED	3.5/1	1/1	6/4/1	2/0/1 - 1/1/1	CLOSED	
<b>NOC</b>	CLOSED	CLOSED	1/1	1/1	2/2/1	2/2/1	CLOSED	
	MON - FRI	CLOSED SUN	MON - FRI	SAT - SUN	MON - FRI	SAT - SUN		
<b>UNIT</b>	<b>Hemo</b>	<b>AOPD</b>	<b>ED</b>					
<b>COST CENTER</b>			281					
<b>DAY</b>	4/1	9/1/3	7:00AM 10 RNs (includes charge), 1 LPN, 4 ED Techs Mon-Fri, 3 S+S					
			11:00AM 14 RNs (includes charge)					
<b>EVE</b>			7:00PM 13 RNs (includes charge), 4 ED Techs Mon-Fri, 3 S+S					
<b>NOC</b>			12MN 9 RNs (includes charge), 3 ED Techs Mon-Fri, 2 S+S					

\*The Association does not agree with the staffing numbers for some of the units listed above.

Employer will commit to meet the above Staffing Guidelines and adjust for acuity on shift-by-shift basis via the use of overtime per diem and agency nurses. The nurse manager will access the unit on a shift-by-shift basis and staff the unit appropriately.

**EFFECTIVE OCTOBER 10, 2002**

**Schedule B1  
ROOSEVELT HOSPITAL  
STAFFING GUIDELINES**

UNIT	8B	9B	3G	10B	10A	9A	14B	CPEP
COST CENTER	105	128	119	125	105	107	111	372
AVG. OCCUPANCY	32	35	22	33	33	32	8	
DAY	6/1/2 6/2	6/2	3/2	6/2	6/2	6/2 5/1/2	2/1	1
EVE	1/1/2 1/2	1/2	2/2 2/1/1	1/2	1/2	1/2	1/1	1
NOC	5/4/2-5/2	5/2	2/1	5/2	5/2	5/2 4/2	1/1	1
UNIT	7G	9G	11B/12B	BC	NICU	L&D	ICU	
COST CENTER	139	594	157	159	162	441	180	
AVG. OCCUPANCY	36	35	46		15		16	
DAY	5/4	2/2	6/3	1	7/1	8/2	7/2	
EVE	4/3	2/2	1/3	1	1/1	1/2	1/2	
NOC	2/2	2/1	6/3	1	7/1	8/2	7/2	
UNIT	ED	PACU	PACU	OR	OR	ENDO	AMB SURG	CYSTO
COST CENTER	181	443	443	442	442	167	163	442
DAY	7:30AM 6/3	7/1	SAT 2 - SUN 1	20/15	1/1	4/1 + 1 MOA	5/1	2/2
EVE	12N 9/3	4/1-3/1	1	3/3	1/1		2/0	CLOSED
NOC	7:30PM 9/3	1/1	1	1/1	1/1			CLOSED
	12MN 6/1	MON - FRI	SAT & SUN	MON - FRI	SAT & SUN	MON - FRI	MON - FRI	MON - FRI
UNIT	AIDS AMB	ASU NORTH	Hemo	AOPD	PAC			
COST CENTER	535	161						
DAY	4/0	2/2(ORT) 1/1	2/1	5/7/3	1			
EVE	CLOSED	CLOSED						
NOC	CLOSED	CLOSED						
	MON - FRI	MON-FRI						

\* The Association does not agree with the staffing numbers for some of the units listed above.

Employer will commit to meet the above Staffing Guidelines and adjust for acuity on shift-by-shift basis via the use of overtime per diem and agency nurses. The nurse manager will access the unit on a shift-by-shift basis and staff the unit appropriately.

**ADDENDUM AGREEMENT SIGNATURE PAGE**

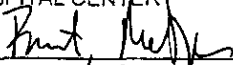
St. Luke's-Roosevelt Hospital Center and New York State Nurses Association agree to add the following addenda to the collective bargaining agreement between the parties that expires on December 31, 2004.

- Addendum A - Agreement on Anti-Neoplastic Agents, Office Space, Lounges and Lockers, Bulletin Boards and Child Care
- Addendum B - Various Issues Letter
- Addendum C - Sick Time Donation for Catastrophic illness or injury
- Addendum D - Agreement to Discuss AWS in Other Areas
- Addendum E - Retiree Medical Coverage
- Addendum F - Arbitrator List
- Addendum G - Agreement for Retirement Incentive Program
- Addendum H - Understanding to discuss staffing guidelines
- Addendum I - Housing Letter
- Addendum J - AWS Changes

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

Signed by Employer and Association.


ST. LUKE'S-ROOSEVELT  
HOSPITAL CENTER

By 

Title VP/HR

Date 4/5/03

NEW YORK STATE NURSES ASSOCIATION

By   
Director

Title Economic and General Welfare Program

Date 5-1-03

## **ADDENDUM A**

### **AGREEMENT BETWEEN ST. LUKE'S-ROOSEVELT HOSPITAL CENTER AND NEW YORK STATE NURSES ASSOCIATION**

#### Anti-Neoplastic Agents

Effective August 16, 1983, the Hospital Center (a) no longer requires employees covered by this agreement to mix anti-neoplastic agents, and (b) where such agents are mixed in an area where hoods are not available require that a pin be used. The Hospital Center will use its best efforts to mix such agents under vertical laminar flow hoods by August 15, 1983. Effective immediately, the Hospital Center will provide pins, gloves, gowns and masks for the use of those who prepare such agents.

#### Office Space, Lounges and Lockers

Future architectural plans shall give consideration to the provision of office space, lounges and lockers for employees.

#### Bulletin Boards

In the new building, both sites, bulletin boards will be located outside of the Nursing Office and employees' cafeteria.

The four (4) locked bulletin boards at the St. Luke's site shall be located as follows: outside of employees' cafeteria, Nursing Office, Muhlenberg I and Woman's Hospital.

The three (3) locked bulletin boards at the Roosevelt site shall be located as follows:

Outside of employees' cafeteria and the Winston elevator bank.

The locking file cabinet shall be located as follows:

St. Luke's Site -Nursing Office File Room - Travers 4  
Roosevelt Site - NYSNA Office

#### Child Care

Subject to a minimum of fifty (50) participants and receipt of necessary licenses, regulatory approvals and availability of appropriate space, the Hospital Center will arrange for a child care facility available to employees covered by this agreement if economically feasible.

A committee consisting of bargaining unit members shall be formed to assist Nursing Administration in the identification and resolution of problems surrounding the registered nurses' use of the Child Care facility.

## ADDENDUM B

Mr. Bart Metzger  
Vice President, Human Resources  
St. Luke's-Roosevelt Hospital Center  
411 West 114th Street  
New York, NY 10025

Re: Various Issues

Dear Mr. Metzger:

The Association understands that the parties agreed to the resolutions of the above-captioned matters during our recent negotiations for the 1991-92 collective bargaining agreement:

### 1.00 ANCC Issues

The parties, in connection with negotiation of the 1989 agreement, have discussed that ANCCs may be performing leadership functions including responsibilities with regard to guiding the work, making reports (excluding budgets) and/or exercising *professional judgment and having input in evaluations of employees*. It is understood that ANCCs shall participate in direct patient care on a regular basis. The Hospital Center expressly states that their leadership responsibilities do not make these ANCCs supervisors under the contract or the NLRA and, in reliance on that Hospital Center representation, the Association will withdraw its proposal for restriction on such current leadership responsibilities.

### 2.02 Association Status

During the negotiations leading to the 1991-1992 agreement, the Hospital Center and the Association agreed upon a uniform system of providing information required of the Employer by Section 2.02 of the agreement. That system is explained in the attached letter dated January 4, 1991.

In addition, the Hospital Center has agreed to assume full responsibility for enrollment of all eligible employees into the NYSNA Benefits Fund. Such enrollment shall be done by the Human Resources Department.

Lastly, the Hospital Center has agreed that the Human Resources Department shall be responsible for securing dues deduction cards.

### Article 3 Non-Nursing Functions

Patient Valuables: The Employer agrees that the policy will reflect that the handling of patient valuables is the responsibility of non-bargaining unit employees. This policy, already in effect at the Roosevelt Site, shall be in effect at the St. Luke's Site no later than July 1, 1991.

Drug Searches. The Employer agrees that the policy will reflect searches of all types are to be the responsibility of non-bargaining unit employees, except that Security may request an RN to be a witness to a search, but the RN can delegate that request to other personnel.

## Addendum B - Page 2

Clinics. Effective May 15, 1991, the Employer agrees to include up to two (2) bargaining unit members in any investigation of the flow of records and impact on clinic efficiency.

Clerks - The Employer agrees that it will not use the word "assign" in the contract to avoid its responsibility under Article 3 (B) Non-Nursing Functions to continue to provide clerical support on units to which it currently provides such support.

Home Care - Employer agrees to implement a 6-month pilot no later than July 1, 1991. The burden is on management to prove new system does not work; clericals will assume financial verification (except where RN interaction is required); clericals will make calls of a routine nature to locate home health aides based on specific criteria provided by RN.

### 3.01 Council of Nursing Practitioners: Professional Issues.

#### Unit Dose:

The Employer agrees that the Unit Dose system shall be in compliance with the New York State Health Code as set forth in the 4.05.17 regulations.

### 4.11 Seniority: Application.

The Hospital Center and NYSNA agree that non-nursing departments are governed by the seniority provisions of this Section and can no longer limit application in favor of "teams" (or similar terms). This agreement was reached so that the parties are in compliance with the prior agreement reached under Article 1, Agreement Scope.

### 4.12 Seniority Lists.

The Hospital Center and NYSNA agree that non-nursing department seniority lists are to be included by the Hospital Center when fulfilling its obligation under this provision.

### 4.13 Fact Sheet - Transfers Out of the Bargaining Unit.

It is understood by the Association that by July 1, 1989, the Hospital Center will prepare and provide to both the Association and the employees affected a copy of a fact sheet outlining the effect on employees' fringe benefits when they transfer out of the NYSNA bargaining unit, with the exception of the Pension Plan. The fact sheet shall advise the RN to call the Plan Office for pension information.

### 5.07 Floating.

The Hospital Center acknowledged that Section 5.07 (G) Floating precludes the Hospital Center from splitting any position between Sites beyond that specified in that Section.

### 9.01 Health Benefits Coverage.

In the event the NYSNA locates an alternate carrier or carriers to underwrite a plan of benefits identical in all respects to the NYSNA Benefits Fund Plan 96 1A in existence on December 31, 1989, the Hospital Center agrees to contribute the amounts required by Section 9.01 to such carrier or carriers upon sixty (60) days' written notice from the Association.

**Addendum B - Page 3**

10.05 Withdrawal Re: Psychotherapy Postgraduate Institute Training Proposal.  
and  
10.08

The parties recognize that the Association withdrew its proposal for multiple certification recognition under Section 10.11 in the 1989-90 contract negotiations. However, during those negotiations, the Hospital Center did state that psychotherapy postgraduate training is a certification and otherwise payable under Section 10.11.

10.11 Certification Differential. The parties agree that certifications under Section 10.11 shall include New York State Certified Alcoholism Counseling, Chemical Dependency National Consortium of Chemical Dependency.

11.02 Hospital Center Obligation. During the negotiations leading to the 1991-1992 collective bargaining agreement, the Hospital Center agreed to continue to make best faith efforts to find more suitable space for the QA/UR Department.

16.01 Parking: The Employer agrees to issue a memo setting forth the current rates at the 1090 parking lot.

Rates shall be:

\$12/\$18, \$3 on weekends and holidays

\$6.50 - night nurses

Grace period for flextime

Availability of parking - Roosevelt Site

16.02 Housing

With respect to this section, the parties agree to the following: It is understood by the Association that individual employees experiencing problems with Hospital Center-provided housing should pursue a resolution of the problem beginning with the building superintendent and, if a satisfactory resolution is not reached, the matter should be appealed to the Real Estate Manager and, thereafter, to the Administrator, Real Estate and, finally, to the Vice President, Corporate Human Resources.

Jitney. It is understood by the Association that hereafter the Hospital Center Jitney will stop at 70th Street upon request, and will discharge employees at 59th Street and 10th Avenue on the final Jitney run.

Lockers: It is understood by the Association that it is the intention of the Hospital Center to move lockers currently warehoused; such lockers will be in place on all units at the St. Luke's site where there is a need for such lockers by September 1, 1989.

If this meets your understanding, please affix your signature in the space provided below.

Sincerely,

/s/ Peggy Graham

/s/ Bart Metzger

Bart Metzger

Peggy Graham  
Research Associate

Economic and General Welfare Program

July 16, 1991

(date)

## **ADDENDUM C**

RE: *SICK TIME DONATION FOR CATASTROPHIC ILLNESS OR INJURY*

### POLICY

In order to provide additional financial protection to employees who suffer a catastrophic illness or injury, St. Luke's-Roosevelt Hospital Center will provide a mechanism through which employees may donate sick time from their sick time accruals to that of a stricken employee. The recipient of such donated sick time may then use it after exhaustion of his/her own sick time in the same manner in which his/her own sick time was used, except where noted in this policy.

### DEFINITION

"Catastrophic illness or injury" is defined as one which is terminal, life threatening or profoundly disabling for a period of not less than three months. Recommendations as to whether individual cases meet the definition of catastrophic illness or injury will be made by the Director of Employee Health Services to the site Associate Vice President for Human Resources.

### ELIGIBILITY

Any regular employee working a minimum of half time and with at least one year of service with the hospital center, who is a member of NYSNA or Local 721 bargaining units or any non-bargaining unit employee, is eligible to participate as either a donor or recipient. Temporary and per diem employees are not eligible. Also excluded are employees who have informed the hospital center of their intention to resign or who have received notice of termination.

Employees who are paid through special non-budgetary funds or grants and who meet the criteria above, are eligible to participate. Decisions relating to eligibility are not subject to the grievance procedure.

### WAITING PERIOD

Recipients shall begin receiving donated sick time one month or thirty calendar days from the date that their application is logged in at the respective site Human Resources Department.

During this one month or thirty calendar day period, all reviews/approvals for participation by the Employee Health Service and the Human Resources Department shall be conducted.

Also during this waiting period, recipients shall first use up their own sick time. Any time missed beyond that shall be treated as unpaid absences until the waiting period is over, and the employee has begun to receive the donated time.

### DONOR LIMITS AND CONDITIONS

Employees may donate a maximum of eight sick days per anniversary year to another employee. Donations will be made in whole sick time days (donors') converted to standard hours (recipients') and will not affect the donors' attendance record. Additionally, a donation may not leave an employee with a sick time balance of less than five earned days. This limit is to ensure that donating employees have at least enough sick time to be paid until they reach the waiting period for short-term disability benefits in the event of their own illness.



Donated sick time which is not used by a recipient does not revert back to donors. Instead, it shall accumulate in a universal donor bank. Such excess time shall be available for use by future recipients whose needs may exceed the donations made on their behalf. NYSNA Executive Committee and General Representative shall receive an accounting of any such time on a semi-annual basis.

Donations will be permitted between eligible employees in different employee groups and on an inter-site basis.

#### RECIPIENT LIMITS AND CONDITIONS

The maximum amount of donated sick time an employee may receive depends upon his/her length of service. Maximum amounts are as follows:

<b>Completed Years of Service</b>	<b>Maximum # of donated sick days</b>
1 year but less than 5 years	20 days
5 years or more	120 days

Eligible employees may be a recipient of this benefit on no more than one occasion during their employment with the hospital center.

Donated sick time may be used only after exhaustion of the employee's own sick time.

Pay for donated sick time may not be retroactive.

A person who returns to work from a catastrophic illness and has unused donated sick time may continue to use donated sick time if they suffer a relapse of the original condition within six months of having returned to work. This relapse must be supported by medical documentation. Donated sick time is eliminated if the recipient (a) terminates his/her employment or (b) returns to work and does not use it within six months.

For purposes of accrual or other forms of paid time, such as vacation and personal days, an employee using donated sick time will be treated as if he/she were on leave without pay.

#### COORDINATION WITH OTHER BENEFITS

Donated sick days are to be used after exhaustion of the employee's own sick time and in the same manner as his/her own sick time practice as stipulated by his/her existing union contracts or hospital center contracts.

For those non-bargaining unit employees who are eligible for long-term disability benefits, there may be some delay in the beginning of LTD benefits where the donated sick time extends beyond six months from the date the employee last worked.

#### APPLICATION PROCEDURE

An employee who has suffered a catastrophic illness or injury and wishes to be eligible to receive donated sick time completes an application and submits it to the site Benefits office.

The Benefits office presents the employee's application to the Director of Employee Health Service. The Director of Employee Health Service is then responsible for assessing the employee's condition for eligibility and recommending approval or denial. Approval or denial is affirmed by the site Associate Vice President for Human Resources, who notifies the employee and his/her department head by letter. A copy of the decision, where applicable, will be sent to NYSNA or Local 721. Denials may be reviewed, upon request, by the Vice President for Human Resources.

NYSNA, upon receiving notification of an employee who is eligible for catastrophic illness/injury protection, will solicit sick time donations and submit a list of the same to the site Human Resources office. Human Resources will then make the appropriate adjustments to the sick time balances of the donors and the recipient, and provide a list documenting the changes to the NYSNA's general and local representatives no later than the second pay period following submission.

Any employee who wishes to donate sick time will be required to complete a donor form. Forms are available in the site Human Resources office. When the donation is approved, a copy of the form will be returned to the donor indicating acceptance and transfer of sick time.

#### BUDGETING

The costs for donated sick time will be charged to a general Human Resource cost center.

**ADDENDUM D**

AGREEMENT  
BETWEEN  
ST. LUKE'S-ROOSEVELT HOSPITAL CENTER  
AND  
NEW YORK STATE NURSES ASSOCIATION

*RE: Discussion of AWS for other Areas*

This is to confirm that the absence of a reference in the collective bargaining agreement to AWS relating to Departments other than the Department of Nursing does not preclude the Association from discussing AWS with the Hospital Center relating to these Departments. By acknowledging this, Hospital Center does not have any obligation not already contained in the collective bargaining agreement.

## ADDENDUM E

### SLRHC Retiree Medical Coverage 2002 Monthly Rates

	Empire Deluxe PPO			Oxford 70% POS			Oxford 80% POS			HIP 70% POS		
	I	I+1	F	I	I+1	F	I	I+1	F	I	I+1	F
Retiree & all family Members under 65	\$143.67	\$287.34	\$431.01	\$122.67	\$245.34	\$368.01	\$270.67	\$541.34	\$812.01	\$144.67	\$289.34	\$434.01

The above rates are subject to change in order to reflect the rate changes for non-represented employees.

Contact Human Resources for more information

## **ADDENDUM F**

Arbitrator List to be utilized in connection with Section 15.10 Expedited Arbitration and Addendum G – 5.08 (I) Layoff Arbitration Procedure.

Stanley Aiges  
Bonnie Weinstock  
Jonas Aarons  
Howard Edelman

## **ADDENDUM G**

**AGREEMENT  
BETWEEN  
NEW YORK STATE NURSES ASSOCIATION  
AND  
ST. LUKE'S-ROOSEVELT HOSPITAL CENTER**

**RE: RETIREMENT INCENTIVE PROGRAM**

The parties agree that a retirement incentive window program will be implemented by the Hospital Center, as follows. The window program shall be available to eligible nurses, as defined below, from October 1, 1995 through January 31, 1996. In order to be eligible for the incentive, nurses must be at least 60 years of age and have twenty (20) years of service by January 31, 1996.

Eligible nurses between the ages of 60 and 65 shall be eligible for retiree medical benefits in the Hospital Center's Medical Plan until their 65th birthday and a payment equivalent to one-half their annual salary. The plan of benefits such employees will be eligible for will be identical to those benefits currently being provided to the Hospital Center's non-union employees, and will involve the same monthly contributions required of non-union employees. Employees will not be subject to any preexisting condition restrictions and there will be no lapse in coverage when switching plans. Employees will be granted extension in order to allow them to utilize the 45 day sick leave retirement benefit described in 7.09 Sick Leave: Entitlement and Earning.

The payment of one-half year's salary shall be made in 26 bi-weekly installments and will start immediately upon retirement.

Eligible nurses who are 65 and over shall be eligible for a payment equivalent to one-half their annual salary as described above, and payable as above (but not to medical benefits). Nurses who retire as part of this program shall retire between January 1, 1996 and February 1, 1996. If extensions beyond February 1, 1996 are requested, the Hospital Center shall seek to accommodate these requests.

## **ADDENDUM H**

UNDERSTANDING  
BETWEEN  
NEW YORK STATE NURSES ASSOCIATION  
AND  
ST. LUKE'S-ROOSEVELT HOSPITAL CENTER

The Employer agrees to discuss the enhancement of staffing guidelines at labor/management meetings during the course of this collective bargaining agreement expiring on December 31, 2004.

## **ADDENDUM I**

**ST. LUKE'S/ROOSEVELT HOSPITAL CENTER**  
1111 Amsterdam Avenue  
New York, New York 10025

November 21, 1995

Ms. Harriet Cooper  
Nursing Representative  
New York State Nurses Association  
120 Wall Street  
23rd Floor  
New York, NY 10010-3690

Dear Harriet:

This is to confirm that an exception to policy with respect to staff housing will apply to those bargaining unit nurses who choose to retire through the incentive program provided through the new collective bargaining agreement.

Specifically, these nurses will be allowed to remain in staff housing subsequent to their retirement.

Sincerely,

/s/ Bart Metzger

Bart Metzger  
Vice President for Human Resources

cc: Rosita Juul  
Pam Abner



## **ADDENDUM J**

### **5.03 AWS Changes**

Effective October 10, 2002, the OR can begin to implement the following 10-hour schedule to be completed by January 5, 2003.

#### **Roosevelt Hospital**

8 RN positions on 10-hr. Flex Shift

7 positions on day shift (Hours 7:00am-5:00pm)

1 position on evening shift (Hours 11:00am-9:00pm)

#### **St. Lukes Hospital**

8 RN positions on 10-hr. Flex Shift

3 positions on day shift (Hours 7:00am-5:00pm)

3 positions on evening shift (Hours 9:30am-7:30pm)

2 positions on evening shift (Hours 11:00am-9:00pm)

#### **Smithers**

No sooner than January 5, 2003, AWS schedules in Smithers will convert to 7-1/2 hour schedules.





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