

# Agreement

Between

Jewish Home and Hospital  
Lifecare Community Services

And

Federation of Nurses/United Federation of Teachers  
FNHP/AFT, AFL-CIO

July 1, 2011 – June 30, 2014

AGREEMENT between Jewish Home and Hospital Lifecare Community Services 2900 Exterior Street, Bronx, New York and 104 W. 29<sup>th</sup> Street, New York, New York (herein called “Employer”) and Federation of Nurses/UFT, FNHP/AFT, AFL-CIO (herein called “Union”). Employer and Union recognize their common interests beyond their collective bargaining relationship. Thus, they pledge to strive together to insure the highest quality of service by Employer and the highest standards of professional nursing care and practice.

**Article One**  
**Agreement Scope**

This Agreement covers the unit certified by the National Labor Relations Board (“NLRB”) in NRLB Case No. 2-RC-21858 to wit:

Included: All full time and regular part time professional registered nurses employed in home health care with the job titles of intake coordinator, nurse coordinator, and full time field nurse by the Employer at 120 West 106<sup>th</sup> Street, New York, New York and at 2900 Exterior Street, Bronx, New York.

Excluded: All other employees, including the assistant director of home health care services, director of home health care services and fee for service and per diem nurses, and guards and supervisors as defined in the Act.

**Article Two**  
**Union Status**

**A. Recognition.** Employer recognizes Union as the exclusive collective bargaining representative of every employee covered by this Agreement.

At the time a new employee subject to this Agreement is employed, the Employer shall deliver to said employee notification that the Employer recognizes and is in contractual relations with the Union.

**B. Union Membership.** It shall be a condition of employment that every employee who is a member of the Union in good standing as of the ratification date of this Agreement shall remain a member in good standing and those who are not members on the ratification date of this Agreement shall, no later than thirty (30) calendar days following the ratification date of this Agreement, become and remain members in good standing of the Union. Every employee hired after the ratification date shall become a member of the Union in good standing no later than thirty (30) calendar days following their date of hire. On or about the fifteenth (15<sup>th</sup>) of each month, the Employer shall notify the Union in writing of each new employee, together with their date of hire, social security number, address and job title. On or about the fifteenth (15<sup>th</sup>) of each month, the Employer will also notify the Union of the name of each terminated employee. Whenever the Union shall charge that any employee who is required by the provision of this section to remain a member of the Union in good standing has failed to do so and shall request the discharge of such employee, the Employer shall be so informed by the Union by certified or registered mail, and the Employer shall have fourteen (14) workdays following the receipt of such notice to take action on the requested discharge. If, during said fourteen (14) workday period, the employee shall pay delinquent dues, the Employer shall not be required to discharge such employee.

“Good standing” for the purpose of this Agreement shall mean the payment or tender of an amount equivalent to periodic dues, uniformly required as a condition of retaining membership in the Union. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this section.

**C. Deduction of Union Dues.** After thirty (30) calendar days, upon receipt of a written authorization from an employee in the form annexed hereto, as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due employee each month and remit to the Union each month the dues fixed by the Union. The Employer 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 Employer will immediately resume the obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization card. The Employer 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 fifteenth (15<sup>th</sup>) of each month, the Employer shall remit to the Union all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees from whom dues have been deducted. It is specifically agreed that the Employer assumes no obligation, financial, or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**D. Union Business: Local Representatives.** Union will notify Employer of the Local Employee Representatives at each location who are authorized to deal with Employer concerning matters arising under this Agreement. Union will notify Employer in writing of said representatives’ designation and authority and any changes in either.

The Union’s Local Representatives shall be entitled to preference in vacations for attendance at National and State conventions.

No employee shall engage in Union activities during working time or on the Employer’s premises except in connection with the grievance procedure and as otherwise specifically provided under this Agreement.

Up to two (2) Registered Nurses, who are elected as Union delegates shall have their work schedules adjusted so they can leave at 2:30 p.m., one (1) day each month (September – June), to attend UFT Delegate Assembly, without loss of the day's pay.

**E. Union Business: General Representative.** A duly authorized general representative of the Union may visit the Employer's premises, by prearrangement with the Director of Home Health Care or that person's designee, at a reasonable time, to discharge Union's duties as the employees' collective bargaining representative so long as the representative does not interfere with or impede the work of the employees and the operation of the Employer.

**F. Union Business: Bulletin Boards.** Employer will provide Union with a key, and suitably locate, in the home health care offices, locked bulletin boards on which to post Union notices. These bulletin boards will at all times carry a label, device or notice clearly identifying them as Union's space (for use). The signature (or facsimile signature) of a duly authorized Union representative will be affixed to every notice posted in this space. Notices must pertain to official Union business. Copies will be provided to the Director of Human Resources at each site.

**G. Consultation.** The Employer and the Union recognize that due to their unique education and experience, the employees covered by this Agreement can make significant contributions toward maintaining and improving professional nursing care at the Employer and that, therefore, procedures should be continued whereby the views and recommendations of the employees covered by this Agreement can be heard and considered by the Employer.

A Union-designated committee of two (2) Registered Nurses shall meet with an Employer representative with authority for home health care in the borough, on a regularly scheduled basis every other month for up to one-half (1/2) hour during working time to discuss matters of mutual concern. An agenda for the meeting must be submitted at least five (5) business days prior to the scheduled meeting.

Whenever the parties mutually agree that a program-wide meeting would be appropriate because of the matters which need to be discussed, then such meeting shall be arranged at such time and place as agreed, with representatives of the Union and Employer representatives with authority for home health care.

These meetings shall in no manner be deemed negotiating sessions and no side agreement or other modifications of this Agreement shall result.

**H. Meetings.** Upon reasonable notice the Employer will provide a conference room for Union representatives to conduct pre-scheduled meetings with employees during employees' lunch periods.

**Article Three**  
**Professional Development**

**A. Non-Nursing Functions.** The parties recognize that Registered Nurses are highly educated professionals whose chief responsibility is patient care. The Employer recognizes the desirability of having nurses perform non-nursing duties such as Medicaid applications, screening telephone calls, transporting patients, transporting supplies, arranging for food stamps, duplicating, hole punching, other routine clerical work, hand-delivering doctor's orders, messenger functions, etc. as little as practicable.

The Agency will designate a specific individual, who is not a bargaining unit member, in each location to be responsible for supplies required by Registered Nurses.

**B. Orientation.** Employer shall provide a planned orientation program and reduced caseload for a minimum of six (6) weeks for each newly hired experienced nurse. A newly hired nurse without prior nursing experience shall have a planned orientation program and reduced caseload for a minimum of eight (8) weeks, based on his/her individual need. The Employer will continually review its orientation program and it will consider employee suggestions for improving the program.

During the orientation period the Employer shall schedule a twenty (20) minute period where a Local Employee Representative and orientees shall have the opportunity to meet and discuss matters of mutual interest on work time.

**C. In-service.** Employer shall provide an organized program of nursing in-service education on work time.

**D. Out-service.** The Employer shall provide a reasonable amount of time off without loss of pay and shall pay up to \$175. per employee per year for the cost of registration fees for participation in educational institutes, workshops and/or meetings which will improve the individual's job related professional practice. Request and approval for participation in such activities and payment of registration fees must be made in advance to the Director of Home Health Care Services.

**E. Evaluation.** Employer shall provide evaluation, discussion, encouragement to comment and recording of a nurse's performance and experience annually. Each nurse shall receive a copy of the annual evaluation and may write on or attach to the evaluation a rebuttal statement. Each nurse shall be given the opportunity to enter written comments on this record. Every effort will be made to communicate to the employee his/her performance strength and weakness in a timely manner prior to presentation of the official evaluation.

**F. Tuition Reimbursement.** After completion of one (1) year of continuous employment, the Employer shall provide tuition reimbursement for up to fifteen (15) credits or five thousand dollars (\$5,000), whichever is less, per academic year for all active full time employees. In addition, the Employer will reimburse employees eligible under this section for required registration and lab fees but not for books, certification

testing fees or any other expenses related to the taking of courses. Reimbursement provided for herein shall be predicated upon the Employer's determination that the credits for which reimbursement is sought involve courses in nursing or allied fields and upon the satisfactory completion of the course. Where letter grades of A-F are given, a grade of C or better will be required. The employee shall receive reimbursement within ten (10) days of submission of required papers to Human Resources. Part time employees shall receive a pro-rata benefit under this section.

**G. New Forms.** Whenever a Registered Nurse is absent from a meeting in which a new form is introduced a copy of the form and procedure will be placed in his/her mailbox.

#### **Article Four Employee Status**

**A. Classification.** Employees covered by this Agreement will be classified as either (a) regular full time or (b) regular part time.

**1. Regular Full Time Employees.** A regular full time employee is an employee who regularly works seventy-five (75) hours or more per biweekly pay period. A regular full time employee will be eligible for all benefits under this Agreement, if otherwise qualified.

**2. Regular Part Time Employees.** A regular part time employee is an employee who regularly works less than seventy-five (75) hours in a biweekly pay period but who regularly works at least fifteen (15) hours in a biweekly pay period. Regular part time employees, who qualify, as set forth herein, are eligible for pro rata benefits, except that employees who regularly work thirty (30) or less hours in a bi-weekly pay period shall not be eligible for the benefits set forth in Article 8B (Leave for Death in the Family), 8C (Marriage Leave), 8D (Parental Leave), 8E.(Jury Duty Leave), or Article 6 (Holidays and Personal Business Days). Regular part-time employees who regularly work thirty (30) hours or less in a bi-weekly pay period may only work on Saturday and/or Sunday.

**B. Appointment to Position.** An appointment to a position shall be in writing with the salary and differentials stated.

The Employer shall provide employees with a job description.

**C. Probationary Period.** A regular full time employee and a regular part time employee will be on probation until the employee has worked for one hundred twenty (120) working days excluding any time lost for any unpaid leave following the completion of the employee's orientation period. During the probationary period, the employee will be subject to demotions, suspensions, or other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure, and except as hereinafter otherwise provided will otherwise be covered by this Agreement. Employees promoted or transferred shall be on probation and may during the probationary period following such promotion or transfer, in the sole discretion of the Employer, be returned to their

prior classification, and such action shall not be subject to the grievance and arbitration procedure provided by this Agreement.

**D. Seniority.** Bargaining unit seniority shall be determined by the length of time an employee has been continuously employed by the Employer in a title covered by this Agreement in home health care.

**1. 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 hire in home health care.

**2. Loss of Seniority.** An employee's seniority shall be lost when the employee: (a) terminates voluntarily; (b) is discharged for cause; (c) over-stays a leave of absence; (d) is laid off for a period of one (1) year or more or for a period exceeding the length of the employee's continuous service, whichever is less; (e) fails to return to work within three (3) workdays after recall by certified mail to the employee's last known address, except where verifiable illness or other documented reason acceptable to the Employer makes it impossible for the employee to return on time, and provided the Employer is notified of the reason within three (3) days after recall; or (f) fails to apply for re-employment within the statutory period after honorable separation from military service.

**3. Application.** Bargaining unit seniority will apply to: (a) layoff and recall in the manner herein described and (b) vacation time selection, as set forth in Article 7, provided that vacation time selection will be subject to the Employer's operating requirements.

**4. Lists.** The Employer will, on ratification of this Agreement and annually thereafter on or about May 1, post and furnish to the Union updated seniority lists with revisions, if any. The posted lists will conclusively establish an employee's seniority unless the Union protests it, in writing, within thirty (30) days from posting and presentation to the Union.

**E. Vacancies.**

**1. Posting of Vacancies.** When a vacancy in a bargaining unit position occurs in home health care consideration will be given to present employees to fill the vacancy. The Employer will post such vacancies on the Employer bulletin boards for seven (7) calendar days, specifying position title and qualifications. Employees may apply for such positions during the posting period. The Employer shall notify applicants of its decision within ten (10) workdays after the close of the posting period.

**2. Lateral Vacancies.** When a vacancy occurs in a job assignment a non-probationary employee in the same job title may request the open assignment, and the Employer will give preference to those employees who file a written request to fill the vacancy, taking into consideration the needs of the Employer. Employees must be in their current position for at least twelve (12) months before applying for the vacancy unless the employees had been involuntarily transferred into their current assignment.

**3. Promotions.** Where a promotional vacancy in a bargaining unit position occurs and two (2) or more employees are under consideration for such vacancy, the Employer shall promote the most competent employee, if any, as determined by the Director of Home Health Care or designee. Where all other factors are equal, the Employer shall promote the most senior employee.

An employee who is promoted shall serve a ninety (90) workday trial period in the new position. If the employee is removed from or chooses to leave the new position during the trial period, the employee shall be permitted to return to the employee's former position at the former compensation rate without loss of other benefits.

#### **Article Five Hours of Work**

**A. Normal Workday.** For the purpose of determining application of an employee's regular compensation rate, the employee's normal workday will be seven and one-half (7.5) consecutive work hours, excluding any unpaid meal period.

**B. Normal Workweek.** For the purpose of determining application of an employee's regular compensation rate, the employee's normal workweek will be thirty-seven and one-half (37.5) hours weekly.

**C. Work Obligation: Employee.** An employee will work (a) the hours assigned as his or her normal workday and workweek and (b) such reasonable additional hours as Employer may require. However before requiring a Registered Nurse to work pre-scheduled overtime or holiday hours, Registered Nurses in the borough will be invited to volunteer. Volunteers will be assigned to such overtime on a rotation basis. If insufficient volunteers apply, Registered Nurses will be assigned on a rotation basis in reverse seniority order. Pre-scheduled holiday or overtime shall mean holiday or overtime work that is scheduled at least one (1) day in advance.

**D. Work Schedules.** The Employer will post work and holiday schedules including on-call, not less than three (3) months in advance. This schedule may be changed based upon needs of the Employer.

**E. Meal Period.** An employee will have a thirty (30) minute meal period at a reasonable time consistent with their responsibilities each day. Employees may not schedule their meal break at the start or end of their workday.

**F. Breaks.** An employee working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each, in each working day. An employee who works at least a full half shift shall be entitled to one (1) such fifteen (15) minute rest period. Breaks may not be taken at the beginning or end of each workday.

**G. Documentation.** Employees shall be provided office time for working on documentation. The Employer will authorize supervisors to approve necessary overtime

when the supervisor deems it appropriate for completion of documentation. The employee, upon approval of the supervisor, will be given written authorization of the approved overtime.

**H. Check Cashing Time.** Employees shall be afforded fifteen (15) minutes during which to cash pay checks.

**I. Voting Time.** 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 Employer reserves the right to require proof of voter registration as a condition of such time off.

**J. On-Call Assignment.**

**1. Posting.** Postings will be made for voluntary application for on-call work.

**2. Selection.** Applicants shall be selected from among the volunteers on a rotation basis before any involuntary on-call assignments are made.

**3. Assignment.** If there are no volunteers for a particular on-call assignment, the least senior Registered Nurse shall be assigned and thereafter the next least senior, and so on, in rotation.

**4. Transportation.** Employer will provide a car/driver to/from an agreed location in the respective borough if needed during on-call hours.

**K. Weekend Assignment.** The Employer shall provide a request book for employees to express their preference for weekend work and such preference shall be honored whenever possible, except that employees who may only work on Saturday and/or Sunday shall have priority as to weekend work which they are regularly scheduled to perform. If there are insufficient volunteers, employees who have not been assigned in accordance with a preference will be assigned in rotation in order of reverse seniority.

Whenever an employee is scheduled to work on a weekend day, the employee may request a specific day off in that workweek. The employee's request will be granted provided scheduling permits. Employees who are scheduled to work on a weekend day and who are granted off the preceding Friday shall be responsible for obtaining all of the patient information packets and speaking to the weekend supervisor prior to the beginning of their weekend day, but no later than 10:00 a.m. Similarly, employees who are granted off the Monday following a weekend workday shall be responsible for providing a weekend report to their supervisor by 10:00 a.m. that Monday.

**L. Voluntary Overtime Priority.** Registered Nurses who wish to volunteer for overtime work shall so inform the Director of Patient Services. Such Registered Nurses shall be given priority for working the overtime that may be available provided their attendance is satisfactory.

**M. Geographic Compactness.** Geographic compactness will be a factor taken into consideration when the Employer assigns cases to Registered Nurses.

**N. Escorts.** The Agency shall provide escorts/translators in appropriate areas and homes as necessary for the safety of Registered Nurses.

**Article Six  
Holidays and Personal Business Days**

**A. Designation.** Each full time employee, will be entitled to the following holidays:

New Year's Day (January 1st)	Independence Day (July 4th)
Martin Luther King Jr.'s Birthday *	Labor Day *
President's Day *	Thanksgiving Day *
Memorial Day *	Christmas Day (December 25th)

(\* ) Day legally celebrated.

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

**B. Entitlement.** The Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the Employer, and subject to Article 5C procedures, distribute holidays off on an equitable basis. 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 after the holiday. If a holiday falls during an employee's vacation, at the option of the Employer, the vacation may be extended by one (1) day, or the employee may receive a day off at the regular compensation rate within thirty (30) days after the holiday. If an employee is absent on the scheduled workday before and/or the scheduled workday after a paid legal holiday or day in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if satisfactory proof is requested and not furnished.

**C. Pay or Equivalent Time Off.** An eligible employee who is not scheduled to work on a holiday will be paid for such holiday at his or her regular compensation rate. An employee who is scheduled to work on any of the eight (8) holidays listed above shall be paid for work performed on that day at the rate of one and one half (1.5) times the employee's regular compensation rate. In addition, the employee shall receive an additional day off at the regular compensation rate within thirty (30) days of the holiday or an additional day's pay at the regular compensation rate in lieu thereof as determined by the Employer. Except for January 1, July 4 and December 25, the day on which the holiday is legally celebrated shall be the day for which the holiday premium pay is paid to an entitled employee.

**D. Personal Business Days.** A regular full time employee shall be entitled to four (4) personal days per year. Two (2) days are available for use at the start of each six (6) months. Personal days shall be scheduled in advance with the approval of the Employer.

However, personal leave days may be used on an emergency basis with the employee making a good faith attempt to notify the Employer and the Employer may require verification be provided. Personal days must be taken within the six (6) months in which accrued. Scheduled personal days shall not be cancelled either by an employee or by the Employer except in emergency, but the Employer shall retain the right to require work on scheduled personal days, provided that the employee shall be paid for such work at the employee's regular compensation rate and shall receive an additional day off with regular pay within (30) days before or after such scheduled personal day or an additional day's pay at the regular compensation rate in lieu thereof as determined by Employer. A regular part time employee will receive a pro-rata benefit under this section. An employee who takes a paid emergency personal day on an Employer declared weather emergency day shall be required to make up any missed visits as needed within the following seven days, during their regular working hours.

### **Article Seven Vacations**

**A. Amount.** A regular full time employee with one (1) year but less than five (5) years of continuous employment will receive annually twenty-two (22) days paid vacation. A new employee may elect to take eleven (11) vacation days after six (6) months' employment. An employee with less than six (6) months employment shall not be entitled to vacation. A regular full time employee with five (5) years or more of continuous employment shall receive annually twenty-five (25) days paid vacation. A regular part time employee will receive a pro-rata benefit under this section.

**B. Pay.** An employee entitled under Section A will be paid for vacation at the employee's regular compensation rate. Vacation pay shall be given prior to starting vacation provided such vacation is scheduled at least four (4) weeks in advance.

**C. Entitlement.** The vacation eligibility year and/or the vacation eligibility date shall be determined from the employee's date of hire. No unpaid absences shall be deemed or considered as time worked in the computation of vacation pay, except as provided below. Where an employee has been absent without pay, the vacation pay shall be prorated on a percentage basis, i.e., the employee shall receive pro rata 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 an employee's established illness, maternity leave, or injury not exceeding five (5) weeks in a year shall be considered as time worked in determining the amount of vacation pay for employees with more than one (1) and up to and including, but not exceeding five (5) years of service. For employees with service beyond five (5) years the period shall be thirteen (13) weeks in a year.

**D. Scheduling.** The vacation period will be the entire year subject to the operating needs of the Employer, as determined by the Employer. Subject to the operating needs of the Employer, the Employer will try to accommodate any requests including the number of weeks to be taken and the time of year. Requests for vacation shall be submitted by

October 15<sup>th</sup> for the prime winter vacation time (November 15<sup>th</sup> to January 15<sup>th</sup>) and by April 15<sup>th</sup> for the prime summer vacation time (June 15<sup>th</sup> to September 15<sup>th</sup>). In order to permit as many employees as possible to take vacation during prime vacation times, employee requests for up to two (2) weeks vacation during the prime vacation times shall be granted before granting an eligible employee's request for more than two (2) weeks. Vacation time selection shall be based on seniority of the employee within the Exterior Street or Fifth Avenue facility, as applicable. However, a Registered Nurse whose timely application for prime vacation time cannot be granted shall have priority on a rotation basis for the requested prime vacation time if he/she reapplies in the following year. Seniority shall be considered only within this bargaining unit and shall not be related to other employees. Vacations shall be approved and once approved shall not be changed except at the request of the nurse, except that the Employer reserves the right to cancel vacations in the event of an emergency. No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year. Only ten (10) days of vacation time may be carried into the following year.

## **Article Eight Leaves**

### **A. Sick Leave.**

**1. Entitlement and Amount.** A full time employee after ninety (90) calendar days' employment shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment up to a maximum of twelve (12) days per year. An employee may accrue unlimited sick leave. A part time employee shall receive a pro-rata benefit under this paragraph.

An employee may use up to two (2) days of the twelve (12) days sick leave benefits for the illness or injury of his/her dependent child, parent or spouse. The employee may be requested to provide proof of said illness or injury as well as relationship.

**2. Pay.** An employee will be paid for sick leave at the employee's regular compensation rate. To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify a supervisor at least one (1) hour before the start of his/her regularly scheduled workday, and speak with his/her supervisor at the beginning of the workday. The employee may be required to produce evidence of illness from a physician if the illness is more than two (2) days or if a prior written warning has been given to an employee concerning a pattern of abuse of sick leave. Employees who have been on sick leave may be required to be examined by a physician chosen by the Employer before being permitted to return to duty.

**B. Leave for Death in the Family.** A full time employee, after ninety (90) calendar days' employment, will be granted a paid leave of absence of up to three (3) days in the event of death of the employee's parent, spouse, child, brother, sister, grandparent, or significant other.

The Employer will accommodate a Registered Nurse's request to use accrued personal business days, vacation days or unpaid leave for up to three (3) days in the event of the death of a mother-in-law or father-in-law.

These days must be taken consecutively within a reasonable period of time 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 section.

Significant other is defined as one with whom there is a spouse-like relationship and the employee must have identified his/her significant other in writing with the Human Resources Department. Bereavement leave will be granted for only one (1) significant other during an employee's employment by the Employer.

**C. Marriage Leave.** A full time employee after ninety (90) calendar days' employment will receive up to three (3) days paid leave of absence at the employee's regular compensation rate, in the event of the employee's marriage. This leave shall be taken at the time of the occurrence. A part time employee will receive a pro-rata benefit under this section.

**D. Parental Leave.** A full time employee after ninety (90) calendar days' employment shall receive one (1) day paid leave of absence, at the employee's regular compensation rate, in the event of the birth or adoption of his/her child. A part time employee will receive a pro-rata benefit under this section.

**E. Jury Duty Leave.**

**1. Amount.** An employee, when summoned, will be granted leave for jury duty. An employee, so summoned, will be paid the difference between pay actually received from such jury duty and the pay the employee would have received had that person worked such days, which shall not include "on-call" jury time when an employee is able to be at work. A part time employee will receive a pro-rata benefit under this paragraph.

**2. Procedure.** An employee who is summoned, not volunteered, to jury duty, will promptly notify Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify Employer of such release. The Director of Human Resources, when he/she deems it advisable, will attempt to have the employee excused from jury duty.

**F. Paid Leaves: Limitation.** All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived. An employee will be terminated for obtaining leave by false pretense or for failing to return from a leave.

**G. Personal Leave.**

**1. Basis and Amount.** On application as required by paragraph 2 below, a regular full time or regular part time employee who has completed six (6) months or more of continuous employment with Employer will be eligible for leave of absence as follows:

a. Up to three (3) months for personal illness or disability including pregnancy with an extension of an additional three (3) months;

b. Up to nine (9) months for child care leave provided that the employee is primarily responsible for the care of the child;

c. Up to twelve (12) months for education in nursing or allied field at an accredited educational institute, after twelve (12) months or more of continuous employment with the Employer;

d. Other leaves of absence without pay for other reasons will not be unreasonably denied by Employer.

No employee is entitled to take leaves of absence totaling more than twelve (12) months in any fifteen (15) month period. However, the Employer may grant such leaves on a case by case basis.

An employee on leave pursuant to this paragraph will not accrue benefits under this Agreement, except as specifically provided in the Agreement and except that at the expiration of any such leave, the employee will be entitled to return to work in the first opening, in the same job title, without loss of previously accrued seniority.

Employees on authorized leaves without pay due to illness or disability, including disability arising from pregnancy, are covered by the Benefit Fund for up to six (6) months.

Regular employment during the leave of absence shall disqualify the employee from continued leave and insurance benefits. An employee who wishes to work on a limited basis while on leave shall apply to the Employer before seeking other Registered Nurse employment.

The Employer and the employees will comply with the provisions of the Family and Medical Leave Act; where this Agreement provides greater benefits than that required by the Family and Medical Leave Act, the employee shall receive the better benefits.

**2. Procedure.** An employee desiring leave of absence under this section G will apply for it in letter form to the Director of Home Health Care no later than two (2) weeks before the requested effective date except in an emergency and the Director will notify the employee of his/her decision within a reasonable time. An employee desiring extension of any leave of absence will submit a similar application which must be received by the Director not later than five (5) workdays before the scheduled expiration of that leave and the Director will use best efforts to reply and notify the employee of his/her decision prior to the expiration of such leave of absence.

**3. Limitation.** An employee will be terminated for obtaining a leave by false pretense or failing to return from a leave as scheduled.

**H. Military Leave.** Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.

**I. Disability.** Registered Nurses may use their accrued paid sick leave, personal business days, and/or vacation days before applying for short-term disability pay, at the option of the RN.

## **Article Nine Layoff and Recall**

### **A. Layoff.**

**1. Notice.** Employer will give notice, not less than twenty (20) workdays to the Union and to the affected employees prior to implementing a layoff. The Employer will also meet and discuss such impending layoff with the Union representatives.

**2. Within a Job Classification.** In the event of a layoff in the bargaining unit, probationary employees within the affected job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees within the affected job classification shall be next laid off in reverse order of their seniority in the job classification.

Registered Nurses will not be laid off for the purpose of replacing them with non-bargaining unit personnel.

**3. Between Job Classifications.** In the event a non-probationary employee, or an employee serving a second probationary period due to a promotion, is scheduled to be laid off and there exists a vacant position or a position to which a junior employee is assigned in a different bargaining unit job classification at the same or lower salary level with regard to which such non-probationary employee, or such employee serving a second probationary period, scheduled to be laid off has the ability to perform the work and assume the responsibilities, then bargaining unit seniority shall prevail in assigning such employee to the vacant position or, if there is no vacant position, in bumping and replacing the junior employee in the different bargaining unit job classification. There shall be no effect on the employee's recall rights to the job classification from which he or she was laid off if the employee is assigned to a different job classification as a result of this provision.

**B. Recall.** Whenever a vacancy occurs in a bargaining unit position, employees who are on layoff from the same job classification shall be recalled in accordance with their seniority in the job classification in the reverse order in which they were laid off, and employees on layoff from a different job classification at the same or higher salary level shall be recalled in accordance with their bargaining unit seniority, provided they have the ability to perform the work and assume the responsibilities. There shall be no effect on the employee's recall rights to the job classification from which he or she was laid off if the employee is assigned to a different classification as a result of this provision.

Probationary employees who are laid off have no recall rights to the job classification where they were serving a probationary period.

**C. By Employee Status.** Part time employees shall be laid off from and recalled to part time positions and full time employees shall be laid off from and recalled to full time positions in accordance with the provisions of Sections A and B above.

A part time (full time) employee on layoff from the same or higher job classification who is willing to work the required schedule of hours shall have recall rights to a full time (part time) position only after all full time (part time) employees on layoff from the same or higher job classification have been recalled.

## **Article Ten**

### **Health, Pension and Disability Benefits**

#### **A. Health Benefits.**

**1. Health Plan.** The employees covered by this Agreement, as provided herein, are participants in and covered by the Health Care Chapter United Federation of Teachers Benefit Fund ("Fund"). Effective July 1, 2011, Jewish Home and Hospital Lifecare Community Services shall continue to contribute to the Health Care Chapter United Federation of Teachers Benefit Fund at the monthly composite rate of \$1104.09 per month for each full-time Registered Nurse covered by this Agreement. Thereafter, on January 1 of each year the rate is subject to readjustment to the then lowest contribution rate of any other participating employer as approved by the Fund Trustees.

For each regular part-time Registered Nurse, the Employer will contribute a pro rata share of the above-stated amount. Part-time Registered Nurses may elect to contribute, by payroll deduction, the difference between the Employer's pro rata share and the monthly contribution payable on behalf of the full-time Registered Nurses in order to be eligible to receive full-time benefits.

The Employer will make contributions on behalf of new Registered Nurses hired prior to the fifteenth (15<sup>th</sup>) day of the month on the first (1<sup>st</sup>) day of the following month and will make contributions on behalf of new Registered Nurses hired on or after the fifteenth (15<sup>th</sup>) day of the month on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month.

Contributions shall be paid monthly by the Employer for Registered Nurses on a paid status, no later than the third (3<sup>rd</sup>) week following the month for which they are computed.

a. This contribution shall be used to provide health and welfare and related benefits for the Registered Nurses on whose behalf contributions are made.

b. The Fund shall be held and administered under the terms and provisions of the Trust Agreement and any amendment thereof.

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

d. The 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.

e. The Employer will continue Workers' Compensation Coverage and Short-Term Disability Coverage in accordance with law.

f. The foregoing are expressed conditions of the contributions under this Section and any obligation to make contributions shall cease and any amount contributed shall be returned on failure of any of the foregoing conditions.

The Employer will pay for coverage of same sex Domestic Partners of employees who are participants in the Fund under this Agreement if the employee elects such coverage on a form provided by the Fund, and provides appropriate documentation of domestic partner relationship in accordance with JHHLCS policy.

**2. Employer Obligation.** Employer will observe all applicable health and safety laws and regulations.

**3. Universal Precautions.** The Employer and employee will comply with the Universal Precaution standard recommended by the Center for Disease Control. A new employee will receive an inservice regarding such standards upon hire. All employees will receive proper training regarding these standards at least annually.

The Employer will document any employee's exposure to a reportable disease in the workplace as determined by regulatory requirements. Upon request, a copy of such documentation will be given to the exposed employee.

**4. Employee Obligation.** Every employee will observe all applicable health and safety laws and regulations and comply with all Employer health and safety rules and instructions.

**5. Health Examination.** Employer will, at its expense, give each employee a health assessment (including P.P.D.) when the employee enters Employer's employment.

**6. Health Benefit Fund Opt-Out.** Employees who are covered by another health insurance plan may voluntarily opt out of coverage under the Fund upon appropriate evidence of insurance coverage and notice to the Fund and Employer. The Employer shall compensate such employees with a lump sum payment of \$1,500 for each 12 month period. Such payment shall be made within 30 days of the Employer receiving the notice. Should an employee who has voluntarily opted out of the Fund cease to be covered for any reason by the other health insurance plan, the coverage of the employee by the Fund will immediately commence upon notification by the Employee to the Fund and to the Employer. Upon commencement of coverage by the Fund the Employee will be obligated to reimburse the Employer with respect to the \$1,500 payment on a pro-rata basis.

**B. Pension Benefits.**

**1. Defined Benefit Plan.** During the term of this Agreement the Employer shall maintain in effect for regular full-time and regular part-time incumbent employees employed on or before June 30, 2009 the same level of pension benefits heretofore provided employees covered by this Agreement.

**2. Defined Contribution Plan.** All eligible employees who become employed on or after July 1, 2009 shall be covered by the Jewish Home and Hospital Supplemental Savings Plan (“Plan”) as modified below:

For Plan purposes, compensation for employees shall include base compensation rate, experience differential, educational differential, differential for work in higher classification, certification differential, on-call compensation, and terminal benefits excluding overtime, bonus, severance, or other non-base pay as set forth in the Plan.

The Employer guarantees it will make Profit Sharing Contributions for each eligible employee covered by the Plan each quarter in accordance with the following contribution levels:

Less than 10 years of service	5.75% of employee’s compensation
10-15 years of service	6.25% of employee’s compensation
16-19 years of service	6.75% of employee’s compensation
20 or more years of service	7.25% of employee’s compensation

**3. Social Security.** The Employer shall continue its participation in the social security program.

**4. Voluntary Contribution Plan.** The Employer will continue to make available to employees covered by this Agreement a defined contribution [403(b)] Plan.

**C. Long Term Disability.** The Employer agrees to permit employees to enroll in voluntary payroll deductions for coverage under the Union’s long term disability plan.

### **Article Eleven Termination Benefits**

**A. Terminal Benefits.** A regular full time or regular part time employee whose employment is terminated for reasons other than resignation or just cause will receive as terminal allowance: (a) twenty (20) workdays’ notice or compensation to the extent such notice is deficient, (b) accrued vacation pay pro rata to the employee’s termination date, (c) earned holidays accrued but not taken, and (d) earned personal days accrued but not taken.

**B. Resignation.** An employee who terminates his/her employment by resignation shall give the Employer twenty (20) workdays’ written notice. Such written notice is to run from the date the letter arrives in the Home Health Care Office or employee shall forfeit terminal benefits such as accrued but unpaid holidays, personal days and vacations.

The Employer shall have no obligation to rehire an employee who resigns. However, employees who are rehired within six (6) months of their resignation shall be reinstated

with the seniority and experience differential they had when they resigned. No additional seniority or benefits will accrue during the period between resignation and rehire.

**Article Twelve**  
**Wages and Other Compensation**

**A. Base Pay.**

**1. Minimum Base Pay.** The minimum annualized base compensation rates for full-time Registered Nurses covered by this Agreement shall be:

	<u>Effective</u> <u>7/1/2011</u>	<u>Effective</u> <u>7/1/2012</u>	<u>Effective</u> <u>7/1/2013</u>
Nurse Coordinator	\$72,000.00	\$73,440.00	\$74,908.80
Nurse Facilitator	\$73,542.00	\$75,012.84	\$76,513.09
Intake Coordinator	\$74,135.00	\$75,617.70	\$77,130.05

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

**2. Incumbent Base Pay.** Each full time Registered Nurse in the active employ of the Employer on the following effective dates and covered by this Agreement (including Registered Nurses on authorized leave of absence on that date who return to work with the Employer following the expiration of such leave) shall receive an annual increase on such effective date in his or her incumbent base compensation rate as follows or the applicable minimum base compensation rate, whichever is greater:

Effective 7/1/2011 2.5% Effective 7/1/2012 2.0% Effective 7/1/2013 2.0%

The rates above are compounded. A part time Registered Nurse shall receive a proportionate increase.

Incumbent Nurse Facilitators as of June 30, 2011 who are displaced as a result of the assignment of certain Nurse Facilitator functions to supervisors shall be reclassified as Nurse Coordinators but their base rate of pay as a Nurse Facilitator shall be the applicable incumbent base compensation rate in their Nurse Coordinator title for purposes of applying the increases set forth above. Incumbent Nurse Facilitators shall receive not less than ten (10) days of training in Nurse Coordinator functions and shall assume Nurse Coordinator functions on a regular basis not later than August 1, 2011.

Notwithstanding the last sentence in Article 17 (Management Rights) supervisors may, without limitation, perform the following tasks when Nurse Coordinators who would otherwise be responsible for such tasks with respect to their individual caseload or geographic service area are in the field:

- a. Receives patient related phone calls for nurses who are off or in the field.
- b. Screens calls and handles follow up on a priority basis based on evaluation.
- c. Contacts primary nurse in field as necessary.
- d. Coordinates with Discharge Planner at hospital for hospitalized patients, calls clinician in field.
- e. Performs telephone supervision of replacement aides.
- f. Consults with Director in difficult situations as required.

- g. Completes documentation in each patient's record regarding phone calls received.
- h. E-mails primary nurse to alert her/him to problems encountered, so nurse knows to check record.
- i. Provides case load coverage as necessary.
- j. Completes current 485's which are due during vacation period, for those nurses on vacation or medical leave.
- k. Updates Interdisciplinary Communication Tools for new admissions or for calls received from other disciplines for those nurses on vacation

In addition, effective July 1, 2011, the auditing of charts and creating PPS episodes shall be deemed non-bargaining unit work and shall not be assigned to bargaining unit employees.

**B. Experience Differential.**

**1. Experience Schedule.** Regular full time employees shall be paid additional compensation, as applicable, based upon continuous experience with the Employer as a regular full time or regular part time employee, and up to five (5) years of verifiable full-time and regular part-time experience with a previous employer comparable to work at the Employer, as follows:

<u>YearsExp.</u>	<u>Amount</u>
1	\$ 650
2	\$1,300
3	\$1,950
4	\$2,600
5	\$3,250
6	\$3,900
7	\$4,550
8	\$5,200
9	\$5,850
10	\$6,500
11	\$7,150
12	\$7,800
13	\$8,450
14	\$9,100
15	\$9,750
16	\$10,400
17	\$11,050
18	\$11,700
19	\$12,350

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

**2. Incumbents.** Employees hired prior to June 27, 1997 whose experience with a previous employer was credited on a different basis shall continue to advance on the

experience schedule annually, from their current level, until they have reached the maximum set forth above.

**3. Rate Maintenance.** A Registered Nurse, who, on May 21, 1998 was paid an experience differential above the maximum amount provided herein shall maintain such higher annual experience rate.

**C. Educational Differential.** The Employer will pay additional compensation above the base rate, in the sum of one thousand five hundred dollars (\$1,500) per year to a regular full time employee who holds either a baccalaureate degree, or a master's degree and one thousand six hundred dollars (\$1,600) to any employee who holds a doctorate degree from an accredited educational institution. Compensation under this section must be for a degree in nursing or a degree from an accredited institution in an allied field, as determined by the Employer. Regular part time employees will be entitled to a proportionate benefit under this section. The effective date of such differential shall be the date the Employer is notified of receipt of appropriate degree by the employee.

**D. Differential for Work in a Higher Classification.** An employee who is required to work in a higher rated position will be paid at the rate specified for that position.

**E. Certification Differential.** The Employer will pay one thousand dollars (\$1,000) per year on or about December 10 of each year to those maintaining a certification in gerontology, or other recognized clinical certification related to their job and approved in advance by the Employer.

**F. Preceptor Differential.** An employee designated by the Employer to be a preceptor shall receive a \$2.75 per hour differential for each hour the employee is assigned to perform preceptor duties. During the period the designated employee is assigned to perform preceptor duties, her regular case load will be adjusted. Preceptors will have RNs accompany them on designated patient visits so that the RN can observe the Preceptor performing Oasis visits, 120 day assessment visits, and regular follow-up visits, documentation, as well as being available to answer an RN's questions concerning duties and responsibilities. The Preceptor would also observe, and advise, the RN in the performance of documentation.

**G. On-Call Compensation.**

**1.** While working on-call, the Registered Nurse shall remain accessible at home, or outside the home by beeper, cell phone, or other communication device.

**2.** For each week on-call the Registered Nurse shall receive eight hundred dollars (\$800) effective July 1, 2011.

A Registered Nurse who is on-call on a holiday designated in Article 6A of this Agreement shall receive an additional two hundred dollars (\$200).

3. An employee on-call who is called to work outside normal work hours shall be paid at time and one-half the employee's regular compensation rate for all such hours worked, including travel time to and from home, with a guaranteed minimum of pay for four (4) hours at time and one-half. An employee on-call who is called to work on a contractual holiday shall be paid at double time and one-half the employee's regular compensation rate for all such hours worked, including travel time to and from home, with a guaranteed minimum of pay for four (4) hours at double time and one-half in lieu of an additional day off.

**H. Transportation Reimbursement.** Reimbursement for use of an employee's personal automobile shall be at the rate established by the IRS as the applicable tax-deductible amount. The current rate is fifty-five and one-half cents ( \$0.555) per mile.

The Employer shall reimburse a Registered Nurse for all reasonable parking expenses and tolls incurred in the field while visiting patients. It is a general rule that a Registered Nurse who drives is expected to comply with parking and driving regulations and, as a result, he or she is held responsible for paying all fines received as a result of violating parking or driving regulations. However, recognizing that unusual circumstances can occur when the situation is beyond the control of the Registered Nurse, the Employer has the discretion to make an exception and approve the payment of parking violation tickets by the Employer. In the case of a breakdown of an Employee's automobile in the field, good faith efforts will be made to provide alternative means of transportation or reassignment of the Registered Nurse involved.

Registered Nurses will be reimbursed for public transportation incurred during working hours.

**I. Telephone Expenses.** The Employer will reimburse Registered Nurses towards the cost of a cell phone at the rate of \$50 per month, with the understanding that calls from the Employer to the Registered Nurse will be made solely during regular working hours of the particular Registered Nurse, except for disaster preparedness. In the event the cost of the Registered Nurse's business-related phone calls exceed \$50 per month, the Registered Nurse shall be reimbursed for the actual cost of the additional minutes charged to the Registered Nurse by the provider, provided the Registered Nurse submits his or her monthly bill, within 10 working days after the Registered Nurse receives the bill, designating each business call made during the month with the name of the person or institution called and the name of the patient the call relates to. The Employer shall reimburse a Registered Nurse who is terminated or laid off the termination fee, if any, required by the provider provided the nurse cancels his or her service within five days after the last date of employment and the RN has been with the provider for at least one year or the length of employment, whichever is less. As used herein, "working days" are days the RN performs a service in the field or office.

**J. Compensation Rates.**

**1. Regular Compensation Rate.** The regular compensation rate will include the employee's base rate and any differential to which the employee is entitled.

**2. Premium Compensation Rate: Overtime Work.** All hours worked in excess of thirty-seven and one-half (37.5) hours in a week or in excess of seven and one-half (7.5) hours in a workday shall be paid at the rate of time and one-half (1.5) the individual employee's regular compensation rate. For this paragraph's purpose, an employee's workweek will be deemed to include time compensated for holidays, personal days, vacation days, and paid sick leave days. 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.

**3. Overtime Authorization.** The Employer will authorize supervisors to approve overtime. The employee will notify the supervisor at least one-half hour before the end of the shift, or in the event of an emergency, as soon as the emergency is over, that the employee will be detained beyond the end of the shift and the amount of time the employee will need to complete his/her work assignment. The employee, upon approval of the supervisor, will be given written authorization of the approved overtime.

**K. Equipment.** The Employer will reimburse Registered Nurses who have been employed for one year or more up to \$100 annually each January 1 for the purchase of a nursing homecare bag. The Employer will reimburse new Employees up to \$100 for the purchase of a nursing homecare bag.

**L. Payroll Benefits Deduction.** The Employer agrees to make a voluntary payroll deduction available for New York State United Teachers Member Benefits. The deduction amount will be set at a flat dollar figure and will not be subject to tracking or arrears collection on the part of the Employer.

### **Article Thirteen Discipline and Discharge**

**A. Warning Notices.** Registered Nurses shall be given a copy of all written disciplinary warning notices issued to them.

**B. Union Representation at Disciplinary Hearings.** The Employer recognizes the reasonably exercised right of a Registered Nurse, upon request, to have a local union representative present at a disciplinary interview by management wherein a response by the Registered Nurse is required and wherein it is reasonably anticipated that disciplinary action will result to that Registered Nurse and such local representative is reasonably available, provided that this right does not extend to investigatory or fact finding interviews, where the Registered Nurse being interviewed is not the subject of the investigation, consultations or counseling sessions. An investigatory interview at which the right to have a local union representative is not afforded upon request shall not be considered, or included in the Employee's personnel file, as a disciplinary interview or other form of progressive discipline.

**C. Discharge.** The Employer shall have the right to discharge and discipline employees 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 Employer. Any protests by the Union against any discipline or discharge shall be handled in accordance with the grievance and arbitration procedures herein set forth, except that discharges or disciplinary action taken against an employee during his/her probationary period shall be without recourse by the employee or the Union. The Employer will notify the Union in writing within forty-eight (48) hours when an employee is discharged.

In the event that the Employer disciplines or discharges an employee on the stated ground of misconduct of any kind, 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, and the Union requests arbitration of discharge, the arbitrator shall not consider the failure of a patient to appear as prejudicial.

**Article Fourteen  
Non-Discrimination**

Neither Employer nor Union will discriminate against any employee or applicant for employment as an employee in any matter relating to employment because of race, color, creed, religion, national origin, sex, disability, marital status, citizenship status, sexual orientation or age.

**Article Fifteen  
Succession**

This Agreement will bind the parties and their corporate or operational successors or assigns.

**Article Sixteen  
Grievance and Arbitration Procedure**

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

A grievance which affects a substantial number or class of employees or on behalf of the Union and which the Employer’s representative at Step 1 lacks authority to settle may initially be presented at Step 2 by the general representative.

**B. Procedure and Time Limits: Step One.** An employee who has a grievance will within ten (10) workdays (or within thirty (30) workdays if the grievance involves a monetary claim) after the occurrence of the facts on which the grievance is based present the claim to the employee’s supervisor. If the grievance is not submitted within the time specified it will be barred. The employee, the supervisor and the local representative will discuss and attempt to resolve this grievance. Within ten (10) workdays after a presentation of the claim the answer will be given to the local representative by the supervisor.

**C. Procedure and Time Limits: Step Two.** If the grievance is not adjusted in Step One, the Union may serve a written notice of grievance on the Director of Home Care, or designee, within ten (10) workdays after the grievance was responded to in Step One, or of a failure to answer within the applicable time period. If no such written notice is served in the time specified, the grievance will be barred. Within ten (10) workdays thereafter or within five (5) workdays following any conference between the general representative and the Director or designee, whichever is later, the answer of the Director shall be given to the general representative in writing.

**D. Procedure and Time Limits: Step Three.** If the grievance is not adjusted in Step Two, the Union may serve a written notice of appeal on the Director of Human Resources, or designee, within ten (10) workdays after the grievance was responded to in Step Two, or of a failure to answer within the applicable time period. If no such written notice is served in the time specified, the grievance will be barred. Within ten (10) workdays thereafter or within five (5) workdays following any conference between the Union's general representative and the Director of Human Resources or designee, whichever is later, the answer of the Director shall be given to the Union in writing.

**E. Procedure and Time Limits: Step Four.** If the grievance is not adjusted in Step Three, such grievance may be submitted to arbitration by the Employer or the Union within fifteen (15) workdays after the answer is given in Step Three or of the failure of the Employer to answer within the applicable time period. The Employer and the Union will select the arbitrator from lists submitted to them by the American Arbitration Association under Voluntary Labor Arbitration Rules. The arbitrator's decision will be final and binding on the parties. 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.

**F. Arbitrator's Powers: Limitation.** The arbitrator shall not have any power to add to or subtract from or otherwise modify this Agreement.

**G. Time Limits.** All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. The parties by mutual written agreement may extend or waive any of the time limits specified in this section.

**H. Participation.** The Employer will release without loss of pay grievants, local union representatives and/or witnesses who participate in the grievance process, excluding arbitration.

### **Article Seventeen Management Rights**

The Union agrees that the management of the business and the direction of the work force shall be in the sole discretion and is the sole responsibility of the Employer. All management rights (except as specifically limited by an express written provision of the Agreement) are reserved to the Employer including, but not limited to, the right to plan,

direct and control operations; to determine the number and classifications of employees; to assign work; to schedule hours and days of work; to hire, promote or transfer employees; to discipline or discharge for just cause; to lay off employees; to require employees to observe Employer rules and regulations consistent with this Agreement; to transfer, relocate, contract out, curtail, suspend, abandon, cease, or expand any or all operations or functions; and to determine whether, and the methods and means by which operations are to be carried on, expanded, contracted, reduced or terminated in whole or in part. Supervisors will not regularly or routinely perform bargaining unit work but they may perform bargaining unit work when necessary to insure compliance with patient care needs.

**Article Eighteen**  
**No Strike –No Lockout**

A. The Union and the employees covered by this Agreement agree that neither they nor any officers or agents of the Union will directly or indirectly authorize, finance, assist, encourage or in any way engage in or participate in any strike (whether primary, secondary or sympathy), stoppage of work, sit-down, slowdown, mass absenteeism, or any other work interference with the business and operations of the Employer during the term of this Agreement and that any employee who participates in any such work interference with the Employer's operations shall be subject to immediate discharge.

B. Without limiting any other right, remedy or obligation hereunder, if any employee or group of employees violate the provisions of section A hereof, the Union immediately upon notice will notify such employee or employees that their action is in violation of this Agreement and order them to cease and desist from engaging in such activity. Such notice shall advise such employees that the Employer may discharge them with consequent loss of seniority and other benefits and shall contain a definite direction by the Union to return to work at once.

C. The Employer agrees there shall be no lockout during the term of this Agreement.

**Article Nineteen**  
**Duration**

This Agreement will be effective from July 1, 2011 and will be in force and effect through June 30, 2014, and from year to year thereafter unless terminated effective midnight June 30, 2014 by written notice from either party, delivered to the other on or before March 30, 2014 of intent to modify or terminate it. This Agreement may be terminated effective midnight any subsequent June 30<sup>th</sup> by similar notice delivered to the other party on or before the preceding March 30<sup>th</sup>. Notice of intent to modify will be equivalent to notice of intent to terminate.

Agreed:

Jewish Home and Hospital,  
Home Health Agency

Federation of Nurses/UFT  
FNHP/AFT, AFL-CIO

\_\_\_\_\_  
Audrey Wathen  
V.P., Human Resources

\_\_\_\_\_  
Michael Mulgrew  
President, UFT

Date: 09-13-2011

Date: 08-30-2011

**Exhibit A**  
**Payroll Deduction Authorization Form**

**Federation of Nurses, UFT**  
Local 2 American Federation of Teachers, AFL-CIO  
52 Broadway, New York, NY 10004

Pursuant to applicable law, I assign to the Federation of Nurses/UFT from my compensation as an employee of The Jewish Home and Hospital (hereinafter called "my Employer") \$\_\_\_\_\_ or such different amount as the Federation of Nurses, UFT and I authorize, and direct my Employer to withhold this sum from the compensation due me each month and remit it to the Federation of Nurses, UFT.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date or up to the termination date of the current Collective Bargaining Agreement between my Employer and the Federation of Nurses, UFT, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the 30 day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my Employer and the Federation of Nurses, UFT which must be delivered within such 30-day period.

The assignment and authorization are effective at once.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature