

Agreement

between

Federation of Nurses/UFT
Local 2, FNHP /AFT, AFL-CIO

and

Lutheran Medical Center

covering

Registered Nurses

March 1, 2010 – February 28, 2013

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AGREEMENT between Lutheran Medical Center, 150 55th Street, Brooklyn, New York (herein called the "Employer") and Federation of Nurses/UFT, Local 2, FNHP/AFT, AFL-CIO ("Union").

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

ARTICLE 1 SCOPE OF AGREEMENT

1. Covered Employees. This agreement covers employees in the following unit:

INCLUDED: All full-time, regular part-time and regularly scheduled per diem registered professional nurses employed by the Employer at its Hospital and Family Health Care facilities located in Brooklyn, New York, including Staff Nurses, Discharge Planning Nurses, Public Health Nurses, Family Practice Nurses, Instructors (Nurse Clinicians), Utilization Review Nurses, Nurse Anesthetists, Mental Health Clinicians, Alcoholism Nurse Therapists, Assistant Nurse Epidemiologists, Assistant Nursing Care Coordinators, and Head Nurses as set forth in the letter to the Union on that matter.

EXCLUDED: Vice President-Nursing Services, Assistant Director of Nursing, Directors of Nursing, Staffing Coordinators, Director of Nursing Education, Utilization Review Coordinator, Discharge Planning Coordinators, Nursing Care Coordinators and all other employees, office clerical employees, guards and supervisors as defined in the Act.

Employees in the unit (including nurses working pursuant to a Registered Nurse Permit) are hereafter referred to as "Registered Nurses."

2. Recognition. Employer recognizes the Union as the exclusive collective bargaining representative of every Registered Nurse covered by this agreement.

ARTICLE 2 REGISTERED NURSE STATUS

1. Categories.

a. Regular Full-Time Registered Nurse. A regular full-time Registered Nurse is a Registered Nurse who has completed the probationary period¹ and who regularly works seventy-five (75) hours or more per biweekly pay period. A regular full-time Registered Nurse will be eligible for all benefits under this agreement if otherwise qualified.

b. Regular Part-Time Registered Nurse. A regular part-time Registered Nurse is a Registered Nurse who has completed the probationary period² and regularly works less than seventy-five (75) hours in a biweekly pay period but who regularly works at least

¹ Reference to probationary period herein shall not be construed to extend any of the waiting periods for fringe benefits set forth in connection with that benefit.

² Reference to probationary period herein shall not be construed to extend any of the waiting periods for fringe benefits set forth in connection with that benefit.

thirty-five (35) hours in a biweekly pay period. Such a Registered Nurse can be counted on by the Employer to fulfill, on an annual basis, a schedule established by the Employer and communicated to the Registered Nurse. A regular part-time Registered Nurse will be eligible for pro-rata benefits, if otherwise qualified. Other part-time Registered Nurses shall be eligible only for the salary schedule and grievance procedure herein and shall not be eligible for any other benefits. Other part-time Registered Nurses do not accrue seniority.

c. Per Diem Registered Nurse. A per diem Registered Nurse is a Registered Nurse who is not employed on a regular basis, but works on a day-to-day basis as needed by the Employer. Per diem Registered Nurses shall be eligible only for the salary and grievance procedure of this agreement and shall not be eligible for any other benefits. Per diem Registered Nurses do not accrue seniority.

Per diem Registered Nurses will be paid at the rate set forth below.

	Effective 3-1-10	Effective 3-1-11	Effective 3-1-12
For work on any day other than a contractual paid holiday	\$48.50 per hour	\$49.00 per hour	\$49.50 per hour
For work on a contractual paid holiday	\$50.50 per hour	\$51.00 per hour	\$51.50 per hour

The Employer will provide the Union, on a bi-weekly basis, the names of per diems who worked during that pay period; and upon request, the Employer will inform the Union of the number of hours and where per diems worked.

d. Temporary Registered Nurse. A temporary Registered Nurse is one who is so informed at the time of hire, and who is hired for a special project or to replace Registered Nurses 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. The said period may be extended up to an additional three (3) months with the consent of the Union, which will not be unreasonably withheld. Temporary Registered Nurses will receive holidays and personal free days in the same manner as regular Registered Nurses. Temporary Registered Nurses do not accrue vacation or sick leave until after three (3) months and are in the same status as new probationary Registered Nurses during the term of their service, provided that if a temporary Registered Nurse is made a regular Registered Nurse by the Hospital while in service as a temporary Registered Nurse, seniority and accrual of sick leave and vacation benefits shall be retroactive to the date of the Registered Nurse's employment as a temporary Registered Nurse. Health benefits for temporary Registered Nurses shall begin when such Registered Nurses become regular Registered Nurses.

e. Other Regular Registered Nurse. This agreement contains specific provisions applicable to Regular Full-Time and Regular Part-Time Registered Nurses whose hours of work differ from those set forth in paragraphs "a" and "b" of this Section.

2. Probationary Period. A new Registered Nurse, whether or not formerly a Registered Nurse of the Employer, will be on probation until the Registered Nurse has actually worked for sixty (60) days, excluding time for illness. The Hospital can invoke a sixty (60) workday extension of a Registered Nurse's probationary period. Copies of probationary period extension will be provided to the Union and the Registered Nurse. The reasons for extension of probationary period shall be provided upon request. Failure to extend the probationary period or to terminate the Registered Nurse during or at the end of such period means the Registered Nurse has successfully completed that period. A new graduate Registered Nurse's probationary period will commence upon completion of the orientation program. The subject of probation period upon promotion is covered below at Article 15, Section 2.

3. Post-Probationary Discipline. After the probationary period, the Employer shall have the right to suspend, discharge, demote, or otherwise discipline Registered Nurses for just cause. The Employer will notify the Union in writing when a Registered Nurse not covered by Section 2 is discharged.

ARTICLE 3 SENIORITY

1. Definition. There will be one (1) type of Seniority, which is defined as the length of time a Registered Nurse has been employed by the Employer as a registered professional nurse, subject to Sections 2 and 4, below.

2. Accrual. Seniority shall not accrue during unpaid absences or while on layoff, but Seniority shall not be lost except pursuant to Section 4. Regular part-time Registered Nurses shall accrue pro-rata seniority on a separate list from the regular full-time Registered Nurses. Other part-time Registered Nurses do not accrue seniority. However, regular full-time Registered Nurses and regular part-time Registered Nurses shall be credited with pro-rata seniority based on their service after April 1, 1983, as an other part-time Registered Nurse.

3. Application. Except as otherwise provided herein, seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this agreement. Seniority will apply to: (a) layoff and recall in the manner described below, and (b) vacation time selection within a unit within a clinical division in the manner described below.

4. Loss of Seniority. A Registered Nurse's seniority shall be lost when the Registered Nurse: (a) terminates voluntarily; (b) is discharged for cause; (c) overstays a leave of absence except where illness of the Registered Nurse as a cause of delay in returning to work is certified by a doctor or where another provable reason makes it impossible for an individual to return on time, provided that the Registered Nurse notifies the Employer prior to or on the last day of the scheduled leave of absence of when she can return; (d) is laid off for a period of twelve (12) months or more, or for a period exceeding the length of the Registered Nurse's continuous service, whichever is less; (e) fails to return to work within three (3) working days after recall by certified mail, return receipt requested, to the Registered Nurse's last known address, except where illness of the Registered Nurse as the cause of the delay is certified by a doctor or where another provable reason makes it impossible for an individual to return on time,

provided the Registered Nurse notifies the Employer within three (3) days after recall; or (f) fails to apply for reemployment within the statutory period after honorable separation from military service.

5. Seniority Lists. Employer will, on an annual basis, post and furnish to the Union seniority lists, and will correct such lists from time to time as may be necessary. The posted list will conclusively establish a Registered Nurse's seniority unless the Registered Nurse protests it, in writing, within thirty (30) days from presentation to the Union, or, if the Registered Nurse is on absence leave or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the Registered Nurse returns from such leave or vacation or such disability is removed.

ARTICLE 4 SALARIES AND OTHER COMPENSATION

1. Base Compensation Rate. A Registered Nurse's base compensation rate, as stated below, will apply to the normal workday and work period. A Registered Nurse's regular compensation rate will include any differential to which the Registered Nurse is entitled pursuant to this agreement.

Incumbent Registered Nurses will receive the following increases in their base compensation rates, or the minimum base compensation rates for their job title, whichever is greater:

Effective January 1, 2010 – 2.25%
Effective January 1, 2011 – 2.5%
Effective January 1, 2012 – 3%

The following table sets forth the minimum annualized Base Compensation Rates³ for Registered Nurses in the employ of the Hospital as of the indicated effective dates:

Staff Nurse⁴			
Hospital Date of Hire	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12
1/1/79 or after	\$72,942	\$74,766	\$77,008
2/27/77-1/1/79	\$73,341	\$75,175	\$77,430
9/1/74-2/27/77	\$76,325	\$78,233	\$80,580
Before 9/1/74	\$78,465	\$80,426	\$82,839

³ The rate for new graduates during their first six (6) months of employment shall be \$68,347 effective 1/1/10, \$70,055 effective 1/1/11, and \$72,157 effective 1/1/12, subject to Section 20 of this Article.

⁴ The rate for Case Managers shall be as follows:

- Effective January 1, 2010 - \$1,500 above the applicable Staff Nurse rate.
- Effective January 1, 2011 - \$2,500 above the applicable Staff Nurse rate
- Effective January 1, 2012 - \$3,000 above the applicable Staff Nurse rate. This amount will be added to the base rate for all Case Managers. All wage increases after January 1, 2012, will be applied to Case Manager base rates as increased by this \$3,000 addition.

Assistant Head Nurse⁵/Assistant Nurse Epidemiologist/ANCC

Hospital Date of Hire	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12
1/1/79 or after	\$77,319	\$79,251	\$81,629
2/27/77-1/1/79	\$77,742	\$79,686	\$82,076
9/1/74-2/27/77	\$80,905	\$82,927	\$85,415
Before 9/1/74	\$83,173	\$85,252	\$87,810

Head Nurse⁶/Public Health Nurse/Alcoholism Nurse Therapist

Hospital Date of Hire	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12
1/1/79 or after	\$78,272	\$80,229	\$82,636
2/27/77-1/1/79	\$79,184	\$81,163	\$83,598
9/1/74-2/27/77	\$82,405	\$84,466	\$87,000
Before 9/1/74	\$84,717	\$86,835	\$89,440

Instructor/Mental Health Clinician

Hospital Date of Hire	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12
1/1/79 or after	\$81,001	\$83,026	\$85,516
2/27/77-1/1/79	\$82,654	\$84,720	\$87,262
9/1/74-2/27/77	\$85,268	\$87,400	\$90,022
Before 9/1/74	\$87,659	\$89,850	\$92,546

Nurse Anesthetist (CRNA)

The minimum annual Base Compensation for Nurse Anesthetists shall be as follows:

Effective 1/1/10	Effective 1/1/11	Effective 1/1/12
\$94,062	\$96,413	\$99,306

2. Experience Differential. Regular full-time Registered Nurses shall receive an experience differential (as applicable) based upon up to twenty-six (26) years of continuous registered professional nurse experience with the Employer and up to fifteen (15) years of verifiable experience comparable to that of a Registered Nurse in the Employer's employ, as determined by the Vice President for Nursing, within ten (10) years of employment by the Employer, (but not more than twenty-six (26) years of combined experience) as follows:

⁵ The rate for Assistant Head Nurse PH shall be \$150 above the rates shown on this scale.

⁶ The rate for Head Nurse PH shall be \$300 above the rates shown on this scale.

**Experience Differentials
Effective March 1, 2007**

Years of Exp.	Staff Nurses	AHN ANCC	CRNA	Positions above AHN
1	\$1,000	\$1,100	\$1,125	\$1,200
2	2,000	2,200	2,250	2,400
3	3,000	3,300	3,375	3,600
4	4,000	4,400	4,500	4,800
5	5,000	5,500	5,625	6,000
6	6,000	6,600	6,750	7,200
7	7,000	7,700	7,875	8,400
8	8,000	8,800	9,000	9,600
9	9,000	9,900	10,125	10,800
10	10,000	11,000	11,250	12,000
11	11,000	12,100	12,375	13,200
12	12,000	13,200	13,500	14,400
13	13,000	14,300	14,625	15,600
14	14,000	15,400	15,750	16,800
15	15,000	16,500	16,875	18,000
16	16,000	17,600	18,000	19,200
17	17,000	18,700	19,125	20,400
18	18,000	19,800	20,250	21,600
19	19,000	20,900	21,375	22,800
20	20,000	22,000	22,500	24,000
21	21,000	23,100	23,625	25,200
22	22,000	24,200	24,750	26,400
23	23,000	25,300	25,875	27,600
24	24,000	26,400	27,000	28,800
25	25,000	27,500	28,125	30,000
26	26,000	28,600	29,250	31,200

A regular part-time Registered Nurse will be entitled to a pro rata benefit under this Section. The amounts above are not cumulative. Experience Differential increases will be implemented effective with the first pay period of the month following the Registered Nurse's Experience Date.

The Medical Center shall promptly inform a Union-designated Registered Nurse of the information regarding the level and comparability of non-Lutheran Medical Center service, which it verifies for all newly employed Registered Nurses.

Disputes about the experience granted are subject to the grievance and arbitration procedures of the contract. However, the arbitrator may not substitute his/her judgment as to comparability of service for that of the Vice President for Nursing or designee

determination unless that determination is unfair, inconsistent, arbitrary, capricious, or clearly erroneous.

3. Education Differential. Effective January 1, 2010, Employer will pay additional compensation at the rate of \$1,400 (\$1,700 effective January 1, 2012) per year to a regular full-time Registered Nurse who holds a baccalaureate degree in nursing, \$1,700 (\$1,900 effective January 1, 2012) to a regular full-time Registered Nurse who holds a master's degree in nursing, and \$1,800 (\$2,000 effective January 1, 2012) to a regular full-time Registered Nurse who holds a doctorate degree from an accredited educational institution, but such amounts shall not be cumulative. Regular part-time Registered Nurses will be entitled to a proportionate benefit under this Section. Employer will require proof of degree and payment under this Section will be effective upon receipt of proof of degree. Registered Nurses presently receiving an education differential based on a degree other than nursing shall continue to receive such differential.

4. Shift Differential: Evening and Night Shifts. The Employer will pay additional compensation to a Registered Nurse who is assigned to the evening or night tour of duty. The annual differentials are as follows:

Evenings.....	\$5,000	Nights.....	\$6,000
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5. Differential for Work in Higher Classification. A Registered Nurse who is required to work in a higher rated bargaining unit position will be paid an additional \$25 per 7.5 hour shift for that position from the first day of such assignment. The amount shall be pro-rated for shifts other than 7.5 hours. Designation of who is to work in a higher rated position shall be made by the Director of Nursing or supervisor designee. Charge nurse assignments are compensated in accordance with this provision.

6. Promotion Increase. A Registered Nurse who is promoted to a higher classification shall receive the base compensation rate in the higher classification appropriate to his/her Hospital Date of Hire as a Registered Nurse as set forth in Section 1 of this Article 4.

The base compensation rate of an ANCC or assistant head nurse shall be six percent above the staff nurse rate of the corresponding Hospital Date of Hire.

7. Specialty Differential. All Registered Nurses presently entitled to receive Specialty Differentials (Addendum 1) will continue to receive such differential as long as such Registered Nurse is working in the designated specialty area.

8. Clinical Specialty Differential. All regular full-time Registered Nurses who have passed a professionally recognized certification examination in an area of clinical specialty and are working in that area of clinical specialty shall be paid additional compensation in the amount of \$2,000 annually effective January 1, 2010, \$2,300 effective January 1, 2012.

Regular part-time Registered Nurses will be entitled to a pro rata benefit under this Section. The General Nursing Practice examination is not a recognized certification examination for purpose of this paragraph.

9. On-Call. A non per diem Registered Nurse, required by Employer to be on-call off Hospital premises, shall receive during such time on-call pay equal to three-fourths (0.75) of his/her regular compensation rate. A non per diem Registered Nurse on-call, called to work at other than the normal work hours, shall receive time and one-half (1.5) for all such hours worked outside of the normal workday, with a guaranteed minimum of pay for four (4) straight time hours' work.

A per diem Registered Nurse, required by Employer to be on-call off Hospital premises, shall receive, during such time, on-call pay equal to three-fourths (0.75) of the minimum base hourly compensation rate paid to non per diem Registered Nurses. A per diem Registered Nurse on-call, called to work, shall receive time and one-half (1.5) of the minimum base hourly compensation rate paid to non per diem Registered Nurses for all such hours worked, with a guaranteed minimum of pay for four (4) hours work.

There will be no pyramiding of pay under this Section. The Medical Center will provide a beeper to each Registered Nurse who is required to be on call.

10. Uniform Allowance. A regular full-time and regular part-time Registered Nurse hired before March 1, 1994, who is required to wear a uniform will receive a uniform allowance in the amount of one hundred and seventy-five dollars (\$175) annually prorated on the basis of straight time compensated hours to be paid by separate check biannually as at present.

For those employees who are not required to provide personal uniforms and who do not receive a uniform allowance, the Medical Center will provide the following items, as determined necessary by the Vice President for Nursing: lab coats, stethoscopes, clamps, and scrubs. Such items, when distributed, shall be the responsibility of the Registered Nurse to maintain in a proper manner and be responsible for such clothing or equipment. The Hospital shall continue to launder lab coats and scrubs.

Before changing uniform requirements, the Employer must confer and collaborate in good faith with the Union.

11. Premium Compensation Rate: Overtime Work. A Registered Nurse shall be paid at one and one-half (1.5) times the Registered Nurse's regular compensation rate for authorized time worked in excess of thirty-seven and one-half (37.5) hours per week, or in the case of a regular full-time Registered Nurse who is regularly scheduled to work five (5) days per week, seven and one-half (7.5) hours per day. Those less than full-time Registered Nurses who are presently eligible to receive daily overtime shall continue to receive such daily overtime pay as in the past. For this Section's purposes, a Registered Nurse's work period will be deemed to include time compensated for holidays, free days, vacations, sick leave days, leave for death in family, marriage leave, paternity leave, jury duty leave, and witness leave.

12. Overtime Work: Compensatory Time Off. Except with mutual consent of the Employer and the Registered Nurse concerned, the Employer will not require a Registered Nurse to take compensatory time off in lieu of premium compensation.

Each full-time Registered Nurse in the bargaining unit may accumulate up to thirty-seven and one half (37.5) hours (i.e. five [5] days) of accrued, but unused compensatory time for overtime worked, which compensatory time will not be carried over from calendar year to calendar year. Any compensatory time not used by December 15 of each year shall be paid at the applicable compensation rate set forth in the current collective bargaining agreement between the Union and the Medical Center. Authorization for overtime work as well as the scheduling of compensatory time off shall continue to be subject to prior approval in accordance with departmental policy and procedure. A regular part-time Registered Nurse will be eligible to accrue compensatory time on a pro-rata basis.

13. 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.

14. Incentive Pay: Additional Shifts. Regular full-time and Regular part-time Registered Nurses who work additional authorized shifts, during any pay period which they are not regularly scheduled to work will be paid for such "additional shifts" as follows:

1st shift....\$40 2nd shift....\$40 3rd shift or more....\$50 each shift

These rates are for a regular 7.5 hour shift, and shall be prorated up or down for complete or partial "additional shifts" of longer or shorter duration. The term "additional shift" shall mean a shift equivalent in hours to the regular shift of the Registered Nurse or an amount of cumulative hours equal to the number of regularly scheduled hours in the Registered Nurse's shift.

The Registered Nurse will be eligible for incentive pay when the additional hours worked exceed one "additional shift."

These incentive payments are in addition to any and all other compensation to which the Registered Nurse is entitled, including overtime payments and other premium compensation, if applicable. These incentive payments shall not be deemed to constitute pyramiding, compounding, or any other payment prohibited by paragraph 13 of this Article.

15. Staffing Pay. Registered Nurses who are regularly assigned by the Medical Center to a unit and shift where there has been a long term inability to fill vacant positions for a period of three months, and where the Medical Center has been unable to provide replacement Registered Nurses or other appropriate supporting staff when necessary during said three month period, will be eligible to receive \$35 per pay period, pro-rated as appropriate, as long as the condition exists.

The determination of eligibility will be made quarterly by the Vice President for Nursing or her/his designee, after good faith consultation with the Union, based upon a review of staffing needs, acuity and other criteria as may be appropriate.

Determinations previously made may be changed by the same procedure of determination with prior good faith consultation with the Union.

16. Car Use Reimbursement. Registered Nurses who are required by the Medical Center to use their cars to make visits (e.g. CCO nurses) will be reimbursed at the Medical Center's generally applicable mileage rate plus tolls and parking connected to the visits.

17. Pay Period. Frequency of payment shall continue as heretofore.

18. Appointment to Position. Appointment to a position shall be in writing with the salary and differential stated.

19. Hemodialysis. For those occasions when it is necessary to call a dialysis nurse in to work during such time that the unit is closed, the Registered Nurse shall be paid at the rate of time and one-half the regular compensation rate for all such hours worked, with a guaranteed minimum of pay for four hours of work.

20. New Graduate Rate. For the life of this agreement, the new graduate rate shall be governed by the following terms and conditions:

a. The new graduate rate shall be the amount set forth in this Agreement.

b. The new graduate rate shall be paid to each new graduate during the first six months of service.

c. Upon completion of six months of service, the new graduate will be paid the then current staff nurse base compensation rate set forth in this Agreement.

d. Upon completion of one year of active service, the Employer will pay and provide, by separate check, the difference between the new graduate rate paid during the first six months of service and the staff nurse base rate(s) applicable during that six month period.

ARTICLE 5 HOURS OF WORK AND ASSIGNMENTS

A. Hours of Work

1. Normal Workday. For the purposes of determining application of a Registered Nurse's regular compensation rate, the Registered Nurse's normal workday will be seven and one-half (7.5) consecutive work hours, excluding any scheduled meal period.

2. Meal Period. A Registered Nurse on the eight and one-quarter (8.25) hour shift shall have a forty-five (45) minute meal period at a reasonable time each day as the Employer may assign. A Registered Nurse on an eight (8) hour shift will have a thirty (30) minute meal period at a reasonable time each day as the Employer may assign. The meal period will not be considered time worked.

3. Rest Periods. A Registered Nurse working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each in each workday as assigned by the Employer to each Registered Nurse. A Registered Nurse who works at least a full half shift shall be entitled to one (1) such fifteen (15) minute rest period.

4. Normal Work Period. For the purpose of determining application of a Registered Nurse's regular compensation rate, the Registered Nurse's normal work period will be seventy-five (75) hours in ten (10) work days in a biweekly period, and the Registered Nurse will have four (4) days off in each biweekly period. The work period begins 12:00 a.m. Sunday and ends midnight Saturday.

5. Alternate Schedules. Subject to staffing needs, as determined by the Medical Center, the Employer will establish, on a unit by unit basis, 11.5 hour shifts in accordance with the expressed preferences of RNs to work the required shifts and whose experience allows for the competent and efficient operation of a unit.

Additionally, subject to staffing needs as determined by the Medical Center, the Employer, whenever possible, will consider the requests of individual Registered Nurses for alternate work schedules suited to their particular needs, on a fair and equitable basis among Registered Nurses seeking such alternate work schedules.

Based upon staffing needs, the Employer may modify or rescind any alternate flexible work schedule except as provided in paragraph 6; in which event the Registered Nurse will be assigned to a shift included within their alternate work schedule in accordance with their seniority.

The pro-rating of benefit time and other time and the procedures for dispute resolution, which are set forth in Addendum 3 below, shall also apply to alternate work schedules or flextime schedules hereunder.

Once an RN is assigned to an 11.5 hour shift, there shall be a mutual commitment to continue such schedule for at least 1 year.

6. 11.5 Hour Shift Conversion. Registered Nurses working an 11.5 hour shift as of the effective date of this agreement will not be involuntarily transferred to a normal work period unless the Employer has provided the Registered Nurse and the Union with 90 calendar days written notice of its intent to discontinue the Registered Nurse's 11.5 hour shift. Registered Nurses will not be laid off from the Hospital as a result of the conversion from 11.5 hour shifts to a normal work period. In implementing a conversion from 11.5 hour shifts to a normal work period, Registered Nurses who were on the 11.5 hour shifts will remain in their same unit. Such RN will be assigned to either of the shifts included within their 11.5 hour assignment in accordance with their seniority.

Where an RN requires additional time beyond the scheduled implementation date due to personal hardship, she/he will so inform the Medical Center in writing, identifying the reason for the need, and the additional time needed. Discussions involving the reasons for the hardship and other matters concerning the needed extension shall include the Union unless the Registered Nurse requests otherwise. A Registered Nurse's request for additional time shall not be unreasonably denied, provided that such request is received at least 60 days before the date of scheduled implementation.

7. Work Obligation. A Registered Nurse will work the hours assigned. If the Employer determines that reasonable additional hours of work are necessary, it may require a Registered Nurse to work such additional hours provided that the Hospital will first solicit qualified volunteers and assign such volunteers on a rotational basis, in seniority order, starting with the most senior qualified volunteer as set forth in this section. If volunteers are not obtained the Employer will, consistent with operational needs, assign such reasonable additional hours of overtime work on an equitable basis within a job classification within a clinical division. A Registered Nurse will report to work on time, ready, willing, and able to work.

It is the goal of the parties to minimize or eliminate involuntary overtime assignments to the extent consistent with effective and efficient Hospital operations and patient care and to assign anticipated pre-scheduled voluntary overtime equitably among qualified volunteers during each Schedule Period⁷. To this end, the Employer will provide opportunities for qualified Registered Nurses to sign Availability Lists to work overtime on one or more designated shifts during the next Schedule Period. After the Availability List for the Schedule Period is closed, it shall be the basis for assigning volunteers to shift(s) on the Schedule.

Volunteers shall be assigned to shift(s) on the Schedule on a rotational basis in seniority order, starting with the most senior qualified volunteer (for the first shift of the Schedule) and continuing until all anticipated pre-scheduled overtime shifts for the Schedule Period are assigned. To achieve equitable assignment of volunteers, a volunteer will not be assigned to a second overtime shift during the Schedule Period if another volunteer for the same shift is available who has not been previously assigned to an overtime shift during the Schedule Period. When all available volunteers have been assigned a shift, the procedure will be repeated, starting with the assignment of a second shift to the most senior volunteer. This procedure also shall apply to all

⁷ The Schedule Period shall consist of four weeks covering two full pay periods.

subsequent rotations through the seniority list during a Schedule Period. However, at the beginning of each Schedule Period, the process shall start again with the most senior qualified volunteer (for the first shift of the Schedule Period).

If an Employee who has been assigned a voluntary overtime shift fails to work the shift and fails to provide at least four hours notice of such failure, the Employee will be disqualified from volunteering for overtime for the balance of the Schedule Period and for the subsequent Schedule Period, unless the failure to give notice is due to circumstances beyond the control of the Employee.

Volunteers from outside the unit may be assigned pre-scheduled overtime shifts only if there are no volunteers from within the unit for the particular Schedule shift(s). Such volunteers from outside the unit may apply for voluntary overtime by signing the Availability List in a location designated by the Employer. The Employer shall create a schedule based on the Availability List and as needed, shall assign applicants from outside the unit in the same manner as within units, i.e., on a rotational basis in order of their seniority, during each Schedule Period, starting with the most senior volunteer.

Employees who volunteer for and are scheduled to work overtime shall be notified at least four (4) hours in advance if it is determined that they are not needed to work overtime. RNs who are not so notified shall report to work and shall be paid at the applicable rate for the scheduled overtime. A Registered Nurse will only be involuntarily assigned after all reasonable efforts have been made to avoid mandatory overtime in the particular instance by resorting to voluntary lists and other alternatives within available time requirements. If mandatory overtime is required, the Registered Nurse selected will be given appropriate advance notice consistent with the time the Hospital became aware of the requirement and made other efforts to replace.

It is agreed that regular and prompt attendance by all Registered Nurses is essential to the effective and efficient operation of the Hospital and the Hospital and the Union will cooperate to eliminate unexcused absences or lateness.

8. Work Schedules. Work schedules shall be posted no later than two (2) weeks before the first day of such schedule.

9. Weekends. It is the continuing goal of the Hospital to schedule weekends on an every other weekend basis provided that Registered Nurses shall receive at least two (2) weekends in four (4) off. A weekend is defined as Saturday and Sunday.

10. Cashing Checks. Registered Nurses shall be afforded a reasonable time during which to cash pay checks.

11. Voting Time. Registered Nurses will be entitled to time off with pay to vote at city, state, or federal elections in accordance with New York State Law.

B. Floating

1. It is the intent of the parties to minimize floating of staff nurses within clinical divisions consistent with adequate and balanced staffing and effective patient care.

The parties agree that floating is not a desired staffing practice. In order to minimize floating the Employer agrees to seek to fill known absences or vacancies in the schedule by engaging in the following actions to the extent practicable: solicit volunteers to float, post an overtime availability list within nursing units, encourage voluntary hours from part time employees, and utilize per diem and agency staff if other initiatives to prevent floating are not successful. Only when such efforts have been unsuccessful or in unanticipated emergencies shall employees be floated.

If it becomes necessary for Registered Nurses to be floated from their unit for adequate and balanced staffing as determined by the Employer, the Employer will first solicit qualified individuals who have signed a volunteer list for that shift and assign them on the basis of seniority. If such individuals are not obtained, the Employer will assign non-probationary Registered Nurses who have had recent satisfactory experience on the unit or appropriate unit orientation. Such non-probationary RNs will be assigned on an equitable basis within a job classification within a clinical division where that will satisfy the adequate and balanced staff requirement. Probationary Registered Nurses will not be floated except in an emergency. Additionally, no Registered Nurse will be floated out of her/his clinical division as a result of assignment of an agency Registered Nurse unless necessary for the effective care and treatment of patients.

2. RNs will be given the reason for floating out of their unit upon their request.

3. The Hospital will make a good faith effort to establish float teams in clinical divisions.

As an incentive to attract nurses to work on the float teams, the following incentives will be offered to float team nurses:

RNs will be permitted to work either 8 or 12 hour shifts

RNs will only be required to work one weekend out of four

RNs will be required to work only every other holiday

For purposes of scheduling vacation and holiday time, the float team of each clinical division will schedule their vacation and holidays with other float nurses on the same shift within the same clinical division.

C. Staffing

The parties recognize and agree that adequate staffing is essential to the provision of quality patient care. The Hospital will use its patient acuity classification system to generate staffing patterns that will provide for safe patient care consistent with regulatory and accrediting agency standards. The Hospital also agrees that Registered Nurse input is important in determining appropriate RN staffing levels.

To increase the staffing levels at the Hospital, the parties agree to meet periodically to review needs for each unit of the Hospital, starting with the guidelines developed by the parties, which are set forth in Addendum 9. The parties' consideration of staffing needs shall be a dynamic process, which evaluates the following factors:

Patient acuity, technology, unit and Hospital census, unit size and geography, unit activity, standards of care, qualification and experience of staff, staff mix, patient outcome indicators, service specialty, nature of services and any other factor relevant to the delivery of patient care.

The Hospital will promptly implement mutually agreed guidelines. It is agreed that in the event of a change in patient census and/or patient acuity, the guidelines are subject to change by the parties. The parties recognize the right and obligation of RNs to report an unsafe assignment to the Employer without adverse consequences.

**ARTICLE 6
HOLIDAYS, FREE DAYS AND VACATIONS**

1. Holidays.

a. Designation. After thirty (30) days of employment, a regular Registered Nurse will be entitled annually to the following holidays:

New Year's Day (Jan. 1)	Independence Day
Washington's Birthday	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday (non-legal holiday)	Christmas Day (Dec. 25)
Memorial Day	

A regular part-time Registered Nurse will receive a pro-rata benefit under this paragraph.

With regard to the Good Friday Holiday, the Hospital will make every effort to accommodate advance requests by Registered Nurses for an alternate religious holiday during the year in lieu of the Good Friday Holiday.

b. Entitlement. Recognizing that the Employer operates every day of the year and that it is not possible for all Registered Nurses to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Registered Nurse to work on any of the holidays herein specified. The Employer will, consistent with the needs of the Employer, distribute holidays off on an equitable basis within job classifications within a unit within a clinical division and will consult with the Registered Nurses as to preference.

If a holiday falls on a Registered Nurse's regularly scheduled day off, the Registered Nurse shall receive a day off at the regular compensation rate within thirty (30) days of the holiday.

If a holiday falls during a Registered Nurse's vacation, the vacation may be extended by one (1) day, or, at the option of the Employer, the Registered Nurse may receive a day off with the regular compensation rate within thirty (30) days of the holiday. In making the determination, the Employer will take into consideration the Registered Nurse's expressed preference.

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

c. Pay or Equivalent Time Off. A Registered Nurse who is scheduled to work on a holiday will be paid at the Registered Nurse's regular compensation rate. A Registered Nurse who is scheduled to work on any of the eight (8) legal holidays (this does not include Good Friday) shall be paid for work performed on that day at the rate of one and one-half (1.5) times the Registered Nurse's regular compensation rate. In addition, the Registered Nurse shall receive an additional day off at the regular compensation rate within thirty (30) days of the holiday or an additional day's regular pay in lieu thereof as determined by the Employer. The day on which the holiday is legally celebrated shall be the day on which holiday premium pay is paid to an entitled Registered Nurse, except that New Year's Day and Christmas Day shall be celebrated on January 1 and December 25 respectively.

2. Free Days. A regular full-time Registered Nurse shall be entitled to four (4) free days per year. Free days shall be scheduled in advance and with the approval of the Hospital. A Registered Nurse must request a free day one month in advance except in an emergency situation where such advance request is not possible in which case he/she shall request such free day at the earliest possible time. Free days shall not be designated by the Employer. Free days shall be pro-rated, one (1) for each three (3) months of employment during a year. The Employer shall retain the same rights to require work on free days scheduled as on legal holidays and on the same conditions.

Registered Nurses with at least twenty (20) years of LMC service shall be entitled to five (5) free days per year.

Where necessary a maximum of two (2) free days shall be advanced for use by new graduates to take Registered Nurse state boards.

Regular part-time Registered Nurses shall receive a pro-rated benefit under this Section.

3. Vacations.

a. Amount. A regular full-time Registered Nurse with less than five (5) years' continuous employment accrues annually twenty (20) days paid vacation. A regular full-time Registered Nurse with more than five (5) years' continuous employment accrues annually twenty-five (25) days paid vacation. A new Registered Nurse may elect to take ten (10) vacation days after six (6) months' employment. A regular part-time Registered Nurse will receive a pro-rata benefit under this Section.

b. Pay. A Registered Nurse entitled under Section 3a will be paid for vacation at the Registered Nurse'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 and the appropriate form is filed. A Registered Nurse may request that the Employer defer vacation pay.

c. Entitlement. The vacation eligibility and accrual year and/or the vacation eligibility and accrual dates shall be as heretofore. No unpaid absence shall be deemed or considered as time worked in the computation of vacation pay. Where a Registered Nurse has been absent without pay, the vacation pay shall be pro-rated on a percentage basis; for example, the period of time actually worked as that period relates to the amount of vacation pay due the Registered Nurse.

d. Scheduling. The vacation scheduling period will be the calendar year, subject to the needs as determined by the Employer. A Registered Nurse will, subject to the Employer's operating requirements, as determined by the Employer, have his or her choice of vacation time, it being recognized, however, that vacations must be scheduled by the Employer in a manner designed to insure the effective and efficient operation of the Employer, including staffing needs. No part of a Registered Nurse's scheduled vacation may be charged to sick leave or other paid leave. Vacations shall be taken each calendar year and may not be accrued from year to year, and a Registered Nurse will not be compensated for vacation time not taken from prior years. A maximum of three (3) weeks vacation is to be taken at one time unless otherwise approved by the Employer. Such approval shall not be unreasonably denied. Effective March 1, 2005, and in all years thereafter, each Registered Nurse may request individual vacation days up to the number of work days in her/his regular work week as non consecutive

vacation days instead of as a full week. Such requests shall be considered on the same basis as other vacation requests hereunder.

Vacation schedules will be posted by the end of February each year. A Registered Nurse may request a change in his or her schedule at least one (1) month in advance of the scheduled date and, if consistent with operational needs, will be granted such change based on availability and seniority, provided that such Registered Nurse may not bump another Registered Nurse from previously scheduled vacation by this procedure.

e. Pay in Lieu of Vacation Time Off. Registered Nurses with one (1) year of seniority may request to be paid for up to a maximum of two (2) weeks in lieu of taking vacation time off. Such requests may only be made for blocks of five (5) or ten (10) days and only two (2) such requests may be granted during any calendar year. The Registered Nurse will receive vacation pay and be paid for time worked in accordance with the applicable contractual rates. However, the vacation pay received in lieu of vacation time off shall not be included in determining the hours required for overtime eligibility hereunder.

The Employee may make such a request at any time during the year; however, all requests must be made at least four (4) weeks in advance.

If an Employee wishes to be paid in lieu of taking vacation time as set forth above, a request for such pay in lieu of vacation shall be made on the form provided by the Employer, completed by the Employee, and presented to the clinical director or designee for approval.

Employees may be granted pay in lieu of vacation time at the discretion of the clinical director or designee based on staffing needs and an answer shall be given within five (5) working days to the Registered Nurse by the clinical director or designee.

A Registered Nurse who requests to work in lieu of taking vacation time, will be assigned wherever the need is within the Registered Nurse's clinical division. Registered Nurses will be selected based on a first come first served basis.

ARTICLE 7 HEALTH AND WELFARE

1. Hospital-Union Benefit Fund. 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"). The Employer shall pay monthly contributions to the Fund at the following annualized rates (or pro rata portion) for each covered regular full-time Registered Nurse. The Employer will make contributions on behalf of new Registered Nurses hired prior to the fifteenth (15th) day of a month on the first (1st) day of the following month and will make contributions on behalf of new Registered Nurses hired on or after the fifteenth day of the month on the first (1st) day of the second (2nd) full month of employment.

The Employer Contribution Rate effective January 1, 2010, is \$12,810.40 per year. The Employer Contribution Rate will be increased effective January 1, 2011, and effective January 1, 2012, by the amount necessary to cover the actual cost increase of Fund Benefits currently in effect as actually certified by the Fund's actuaries as of each such date.

For each regular part-time Registered Nurse the Employer will contribute a pro-rata share of the above-stated amounts. The Fund offers a reduced (compared to the full-time benefit) benefit for part-time Employees at no cost to the Employee.

Part-time Registered Nurses may elect to receive full-time benefits by contributing, by payroll deduction, on a pre-tax basis, their proportionate share of the cost of the individual or family coverage elected, based on the difference between their assigned hours and the hours of a full-time Employee. For example, a part-time Registered Nurse who is assigned to work 52.5 hours during a pay period would pay 30% of the cost of the full-time benefit they elect and the Employer would pay 70% of the cost. The cost of the full-time benefit shall be the COBRA amount minus the 2% administrative charge.

At the time a new Registered Nurse is employed, the Employer will provide a Fund application card and a written description of the Fund's benefits, supplied by the Fund, to the Registered Nurse.

Contributions shall be paid monthly by the Employer for Registered Nurses on a paid status, no later than the third (3rd) week following the month for which they are computed. Other part-time Registered Nurses may elect to contribute, by payroll deduction, the difference between the Hospital's share and the monthly contribution payable on behalf of the full-time Registered Nurses in order to be eligible to receive full-time benefits.

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. A copy of the IRS qualification letter should be given to the Employer.

e. The Employer will continue Workers Compensation coverage and Short-Term Disability coverage in accordance with law. Present malpractice coverage as it relates to Registered Nurses will continue in effect as presently constituted.

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

Effective January 1, 2002 the parties will support coverage of domestic partners of employees of the Employer who are participants in the Fund under this Agreement if the employee elects such coverage on a form provided by the Fund.

2. Opt out of Hospital-Union Benefit Fund. During the term of this Agreement, Regular Full-Time Registered Nurses and Regular Part-Time Nurses, but not Per Diem Nurses ("Eligible Employees"), may voluntarily opt out of coverage by the UFT Health Care Chapter Fund once a year, during the month of open enrollment, or upon hire, for new nurses. Regular Full-Time Registered Nurses who elect to opt out of coverage shall receive fifteen hundred dollars (\$1,500) payable in two equal installments of seven hundred fifty dollars (\$750) six (6) months and twelve (12) months following the Regular Full-Time Registered Nurses election to opt out of coverage. Regular Part-Time

Registered Nurses who elect to opt out of coverage shall receive a payment equal to fifteen hundred dollars (\$1,500), prorated based upon the percentage of the full-time workweek the part-time employee regularly works, payable in two equal installments of one-half of the prorated amount six (6) months and twelve (12) months following the Regular Full-Time Registered Nurses election to opt out of coverage. To be eligible for this benefit Employees must demonstrate that they have generally comparable health insurance. Employees opting out of coverage shall not be considered to have opted out in future years. Each year during open enrollment, an Eligible Employee who desires this benefit must affirmatively opt out and provide evidence of other generally comparable health insurance. An Eligible Employee who fails to affirmatively opt out and provide evidence of other health insurance shall be covered by the Fund.

An Eligible Employee who has opted out of coverage may enroll in the Fund during the Plan year if the Employee loses the other health insurance coverage for any reason except failure to pay premiums or voluntary withdrawal from the other coverage for which the Employee is still eligible. Upon enrollment pursuant to the prior sentence or upon termination of employment subsequent to the opt-out payment, the Eligible Employee will be obligated to reimburse the Employer with respect to the applicable opt-out payment on a pro-rata basis. Upon enrollment pursuant to the first sentence in this paragraph or upon termination of Employment prior to the applicable opt-out payment, the Employer will be obligated to pay the Eligible Employee a pro-rata share of the applicable opt-out payment.

No contributions will be made by the Employer to the Fund on behalf of employees who elect to opt out of coverage by the Fund. The Employer will provide the Union with a list of employees who have elected to opt out of coverage by the Fund. Upon enrollment to the Fund, the Employer shall commence contributions to the Fund on the first (1st) day of the following month after enrollment.

During March 2010, a special opt-out enrollment period will be offered to enable Eligible Employees to opt-out of 2010 coverage on a pro-rata basis.

3. Health Examinations. The Employer will continue its present policy regarding providing initial and annual general physical examinations to Registered Nurses covered by this agreement.

4. Employer Obligation. The Employer will observe all applicable health and safety laws and regulations.

5. Registered Nurse Obligation. Every Registered Nurse will observe all applicable health and safety laws and regulations and comply with all Employer health and safety rules and instructions.

6. Retiree Benefit. Registered Nurses who have completed at least twenty-five (25) years of employment at Lutheran Medical Center and who opt to retire between age 62 and 65 shall be entitled to receive reimbursement until they are eligible for Medicare or age 65, for up to \$3,500 per year for the cost of health insurance (including COBRA payments) subject to their submission of satisfactory evidence of such expenditure.

ARTICLE 8 PENSION PLAN

Employees covered by this Agreement will continue to be covered by the Health Services Retirement Plan on the same basis as heretofore.

Bargaining unit employees hired on or after March 1, 2010, will be covered by a modified Health Services Retirement Plan consisting of a defined benefit pension plan with the same terms and conditions as govern the existing Health Services Retirement Plan except for a 1.6% multiplier and final average compensation earned during the seven (7) highest of the last ten (10) years of employment.

ARTICLE 9 LEAVES

1. Sick Leave.

a. Entitlement and Amount. After thirty (30) days' employment, regular full-time Registered Nurses shall be entitled to be 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. Registered Nurses, after one (1) year or more of employment, shall be entitled to a total of twelve (12) additional days of sick leave at the beginning of their second and subsequent years of employment. A Registered Nurse may accrue sick leave to a maximum of sixty (60) working days of sick leave, including the days earned or to be earned in the current sick leave year. Sick leave days, which exceed 60 are not accrued but may be redeemed at the end of the calendar year in which they would have been accrued if not for the 60-day limitation. Redemption of such unaccruable days is made pursuant to paragraph c (Redemption of Unused Days) below. A regular part-time Registered Nurse shall accrue a pro-rata benefit under this Section.

No Registered Nurse shall suffer a diminution of benefit or entitlement hereunder from what would have prevailed under the prior agreement.

Registered Nurses will be allowed to utilize up to two (2) days per year of their accrued sick time in case of emergency for family, i.e. parent, spouse or domestic partner, child, brother, sister or grandparents.

b. Pay. A Registered Nurse will be paid for sick leave at the Registered Nurse's regular compensation rate for the Registered Nurse's regularly scheduled workday. Sick leave will be applicable only if the Registered Nurse is ill on the days during which the Registered Nurse is regularly scheduled to work. To be eligible for sick leave benefits, a Registered Nurse who is absent due to illness or injury must notify the Registered Nurse's supervisor or other designated individual as soon as possible, but at least one (1) hour before the start of his/her regularly scheduled work day, 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. Registered Nurses who have been on sick leave may be required to be examined by the Employer's Health Service before being permitted to return to duty.

The Employer may require that a Registered Nurse submit proof of illness or accident satisfactory to the Employer as a condition of receiving sick leave pay; proof of illness is required in all cases where Registered Nurses have been on sick leave for

three (3) or more days. No sick leave will be paid for any work absence for which the Registered Nurse is otherwise compensated, e.g., by Workers Compensation or Employer-provided disability insurance benefits. The Hospital will publish its policy with regard to requiring proof of illness and will apply its policy in a non-discriminatory fashion.

If a Registered Nurse resigns or is dismissed or laid off and has exceeded his/her allowable sick leave (or pro-rata portion of the leave upon termination), the excess sick leave shall be deducted from any monies due the Registered Nurse from the Employer at the time of resignation, layoff or dismissal.

If a Registered Nurse is sent home by the Employer in the first one-half (1/2) of his/her work shift due to illness or injury, he/she shall be paid for such first one-half (1/2) of that work shift and only the second one-half (1/2) of that shift shall be charged against accrued paid sick leave time. If a Registered Nurse is sent home by the Employer in the second one-half (1/2) of his/her work shift due to illness or injury, he/she shall be paid for such full work shift and no charge shall be made against accrued paid sick leave time for that work shift.

c. Redemption of Unused Days. Registered Nurses whose earned sick leave balance on January 1 is at least 36 days shall have the option to be paid at the end of the calendar year for up to the difference between the twelve sick days (or pro-rata amount) earned and/or normally accrued during the calendar year and the number of sick days used by the Registered Nurse during that calendar year. Redeemed sick days shall be paid at the regular compensation rate of the Registered Nurse at the time of payment.

Administrative procedures for the implementation of this provision shall be developed in consultation with the Union.

The parties agree to employ a mutually-agreed-on third party to evaluate the operation and efficacy of this provision.

2. Leave for Death in Family. A regular Registered Nurse, after thirty (30) workdays' employment, will be granted a paid leave of absence of three (3) days in the event of death of the Registered Nurse's parent, spouse or domestic partner, child, brother, sister or grandparent. 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. In addition, one (1) day shall be granted in the event of death of a Registered Nurse's father-in-law, mother-in-law, father, or mother of a domestic partner and/or relative living in Registered Nurse's household. A Registered Nurse will be paid for such days at the Registered Nurse's regular compensation rate. The Employer reserves the right to require proof of death and relationship as a condition of payment under this paragraph. A regular part-time Registered Nurse will receive a pro-rata benefit under this Section.

It is understood that in application of this Section, "parent" shall include stepparents, foster parents and legal guardians.

3. Marriage Leave. A regular Registered Nurse, after thirty (30) days' employment, will receive a three (3) day paid leave of absence at the Registered Nurse's regular compensation rate, in the event of the Registered Nurse's marriage. This leave shall be

taken at the time of the occurrence and may not be split or postponed. A regular part-time Registered Nurse will receive a pro-rata benefit under this Section.⁸

4. Paternity Leave. A regular Registered Nurse, after thirty (30) days' employment, will receive a one (1) day paid leave of absence at the Registered Nurses' regular compensation rate, in the event of the birth of a child to his/her spouse. A regular part-time Registered Nurse will receive a pro-rata benefit under this Section.⁹

5. Jury Duty.

a. Amount. A regular full-time Registered Nurse, after thirty (30) days 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 work day while on jury duty, which shall not include "on call" jury duty time when Registered Nurses are able to be at work. The receipt of a subpoena or notice to report for jury duty must be reported promptly to the Vice President for Nursing, or designee. A regular part-time Registered Nurse will receive a pro-rata benefit under this Section.

b. Procedure. A Registered Nurse who is summoned, not volunteered, to jury duty will promptly so notify the Employer. A Registered Nurse who performs jury duty pursuant to such summons and who is thereafter released from such duty will promptly notify Employer of such release. A Registered Nurse will use legal exemption when requested to do so by the Employer.

6. Witness Pay. A Registered Nurse subpoenaed by the Hospital as a witness in court or subpoenaed as a witness in court as a result of his/her performance of duties as a Registered Nurse of the Hospital will be paid for all time spent as a result of receiving such subpoena.

7. Paid Leaves of Absence: Limitation. All paid leaves as described above must be taken at the time of the related occurrence or reasonably thereafter, or shall be waived. Registered Nurses will be terminated for obtaining leave by false pretense, or for failing to return from a leave except as provided in Article 3, Section 4c.

8. Unpaid Leaves of Absence.

a. Basis and Amount. On application as required by Section 8b, a regular full-time and regular part-time Registered Nurse with one (1) year or more continuous employment, will be eligible for leave of absence as follows:

A. Up to six (6) months for personal illness, with up to an additional three (3) months extension provided medical evidence of such illness is demonstrated.

B. Up to nine (9) months for maternity; twelve (12) months if exposed to radiation.

C. Up to twelve (12) months for education at an accredited educational institution.

D. Up to twelve (12) months for assumption of a full time Union position, provided that reasonable extensions of such leaves of absence shall not be unreasonably denied.

The one (1) year eligibility limitation shall not be applicable for maternity leave. Other leaves of absence without pay for other reasons will not be unreasonably denied by the Employer. A Registered Nurse on leave pursuant to this section will not accrue benefits under this agreement. At the expiration of any such leave not exceeding three (3) months, the Registered Nurse will be entitled to return to work in the same position.

⁸ See Addendums 4 and 6.

⁹ See Addendums 4 and 6.

At the expiration of any such leave exceeding three (3) months, the Registered Nurse will be entitled to return to work in the same job classification. Registered Nurses on leave hereunder return to work without loss of previously accrued seniority. However, Registered Nurses continue to accrue seniority for up to one (1) year while on Workers Compensation and for up to one (1) year while on Union leave.

Effective for any leave without pay initiated on or after November 1, 1984 by a Registered Nurse in a job classification other than Staff Nurse, the entitlement to return to work in the same job classification shall lapse at the end of the applicable time limit, if any, specified in this Article 9, Section 8 for the leave, or two years following initiation of such leave, whichever occurs first. Thereafter, Registered Nurses who have not lost their seniority pursuant to Article 3, Section 4 shall be entitled to return to work in the job classification of Staff Nurse.

Any Registered Nurse whose leave without pay was initiated prior to November 1, 1984 shall be entitled to return to work in the same position or job classification in accordance with the contractual conditions in effect at the time the leave was initiated.

As used herein the initiation date of the leave shall apply to and include all extensions and renewals of the same leave.

b. Procedure. A Registered Nurse desiring a leave of absence under Section 8a will apply for it on the appropriate form to the Vice President for Nursing or designee four (4) weeks before the requested effective date (except where a provable reason makes it impossible for the individual to make such advance request provided that the Registered Nurse makes such request as soon as possible), and the Vice President for Nursing or designee will notify the Registered Nurse of her decision within a reasonable period of time. A Registered Nurse desiring an extension of a leave of absence where provided for will submit a similar application as soon as possible, but not later than ten (10) days (excluding Saturday and Sunday) before the scheduled expiration of that leave, except where a provable reason makes it impossible for the individual to make such advance request, provided that the Registered Nurse makes such request as soon as possible, but in no event after the last day of the scheduled leave of absence.

c. Limitation. A Registered Nurse will be terminated for obtaining a leave of absence by false pretense or for failing to return from a leave except as provided in Article 3, Section 4(c).

9. 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.

ARTICLE 10 SAFETY

1. Registered Nurse Security Committee. A Committee shall be established including two (2) Registered Nurse representatives designated by the Union, the Hospital Director of Security (or designee) and one (1) representative of nursing administration to meet from time to time to discuss recommendations for improved RN security practices. With regard to Registered Nurse security matters, which remain open following discussion by the Registered Nurse Security Committee, the Hospital Director

of Security will respond directly to written recommendations for improved security practices and procedures within ten (10) working days of receipt.

2. Expedited Handling of Security Problems. The Hospital Director of Security (Director) is charged with the responsibility of maintaining security and safety in the Hospital. To meet this responsibility, he/she shall maintain, in consultation with the Union, a comprehensive Registered Nurse security plan subject to the approval of the Hospital President, which shall include the policies and practices set forth in the Hospital's letter to the Union dated February 21, 1980 and appended to this contract as Addendum 2 entitled "Nurse Security".

A complaint by the Union that there has been a violation of the Registered Nurse security plan, or that a safety or security problem requiring immediate attention exists in the Hospital, may be made to the Director (or, in his/her absence, a designee) orally or in writing, as promptly as possible.

The Director shall promptly investigate the complaint in consultation with the Registered Nurse Security Committee to ascertain the facts and correct or resolve the problem promptly.

If the complaint is not resolved by the Director and the Registered Nurse Security Committee, the Union may appeal in writing to the President of the Hospital. If a hearing is requested, the President, or a representative designated by him/her other than the Director, shall hold a hearing within a reasonable period of time at which the Registered Nurse Security Committee shall report its findings. The President or his/her representative shall make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

Within seventy-two (72) hours following the close of the hearing, the President or designee shall notify all parties of his/her decision and the manner in which it shall be effectuated. The decision of the President or designee shall be final and binding.

ARTICLE 11 PROFESSIONAL RELATIONS COMMITTEE

The Medical Center and the Union, in order to maintain a positive and professional relationship between Nursing, Administration, and the Medical Staff, agree to the establishment of a Professional Relations Committee. The President of the Medical Center, or his/her designee, will sit on this Committee along with the Vice President for Nursing, two attending physicians and three Registered Nurses designated by the Union.

This Committee will meet monthly in order to address matters of mutual concern and to recommend methods of resolving same.

ARTICLE 12 APPROPRIATE FACILITIES

1. Food Service. The Employer will make available on the Hospital premises food and beverage service on a 24-hour basis through the coffee shop or similar facility, appropriate for Registered Nurses' use.

2. Registered Nurse Lounge. An appropriately furnished lounge shall be designated for the exclusive use of Registered Nurses.

ARTICLE 13 STAFF DEVELOPMENT

1. Orientation and In-Service Education. Subject to budgetary restraints, and recognizing the necessity for flexibility and adaptation to changed circumstances, purposes and philosophies, the Employer shall continue its practice with regard to the following:

(a) A planned orientation program as determined by and under the responsibility and direction of the Director of Nursing Education, or, at Health Plus, Family Health Centers and other covered facilities not under the authority of the Director of Nursing Education, his/her designee, specifically planned for a Registered Nurse, including appropriate orientation for any Registered Nurse assigned to a unit for one week or more where such Registered Nurse does not have recent experience with the procedures in the unit, the length and content of which is tailored to the individual Employee's needs. Consideration will be given to the unique problems of new graduates concerning specific clinical situations with which they have not had experience. Where possible and efficient, orientation groups involving Registered Nurse responsibilities will be limited to Registered Nurses in areas of responsibility as determined by Staff Development.

(b) A representative designated by the Union shall be invited to attend an orientation session for the purpose of informing the new Registered Nurse about the Union benefit program and about the relationship of the Union and Medical Center in resolving problems that occur during the Registered Nurse's employment with the Medical Center.

(c) An organized program of in-service education on work and non-work time will be continued.

2. Unit Orientation. With regard to new graduates, newly hired experienced Registered Nurses and currently employed Registered Nurses new to the unit, the Hospital will continue its informal unit orientation under the primary responsibility of the Nursing Care Coordinator and Assistant Nursing Care Coordinator recognizing that Primary Nurses also have a secondary role in this process.

3. Preceptorship Program. To assist in orientation and support of new graduates, newly hired experienced Registered Nurses and currently employed Registered Nurses new to the unit, Preceptors will be selected from qualified interested staff nurses by the NCC, Director of the Division and Director of Nursing Education. The Preceptor participation will be on a voluntary basis for a mutually agreed upon period of time. Preceptors will be given an educational program to prepare them for their role and will receive an additional three dollars (\$3.00) per hour to their base hourly rate per shift effective January 1, 2010, three dollars and fifty cents (\$3.50) per hour effective January 1, 2011, and four dollars (\$4.00) per hour effective January 1, 2012, during the time they act as a Preceptor.

4. Outside Education Activities. The Employer shall continue to provide time off and financial aid for Registered Nurse participation in educational institutes, workshops,

or meetings. Registered Nurses who participate in educational activities, which are scheduled at times other than their own shift will receive compensatory time off on the same day. Up to three compensated days per year may be taken for this purpose by each Registered Nurse. This program shall be administered by the Vice President for Nursing in a reasonable and non-discriminatory manner, to provide for reimbursement of fees in attending various educational programs and for test fees in connection with certifications and recertifications required for Clinical Specialty Differentials under Article 4, Section 8 of this agreement. The annual maximum amount for these purposes shall be five hundred dollars (\$500) (or pro-rata portion) for each Registered Nurse covered by this agreement, provided that in the case of Nurse Anesthetists reimbursement shall also include reasonable expenses and the individual five hundred dollar (\$500) limitation will not apply to fees and reasonable expenses in connection with their meeting mandated education requirements for recertification. The scheduling of time off and the reasonableness of expenses in the case of Nurse Anesthetists shall be determined by the Vice President for Nursing on a reasonable basis. If a Registered Nurse is required in writing by the Medical Center to participate in educational activities hereunder, he/she shall have time off and financial aid for such participation without regard to the limitations hereunder. Part-time Employees receive a pro-rata benefit under this Section.

5. Tuition Refund. Regular full-time Registered Nurses will be reimbursed for tuition fees as provided for in the present Hospital Tuition Refund Policy for degree objective and work related courses subject to a maximum of \$2,100 annually.

Regular full-time Registered Nurses will be reimbursed for tuition fees to a maximum of \$6,000 effective March 1, 2010, a maximum of \$7,500 effective March 1, 2011, and a maximum of \$8,000 effective March 1, 2012, annually for courses leading to a Bachelor of Science or a Master's degree in Nursing or a Master's degree in a work and health-related field as approved by the Vice-President Nursing.

Regular part-time Registered Nurses shall receive a pro-rated benefit under this section for courses leading to a Bachelor of Science in Nursing.

Effective July 1, 1999, External degree programs shall qualify for tuition reimbursement hereunder.

6. Technical Specialty Training. Whenever the Employer provides technical specialty training to a Registered Nurse, the Registered Nurse will be required to sign a Letter of Agreement to remain in the employ of the Employer for at least one year after successful completion of the training program. Such Agreement shall be signed by the Registered Nurse and the Employer, and a signed photocopy sent to the Union.

Should the Employee voluntarily resign from the Employer prior to the completion of the one (1) year period, the Employee will repay to the Employer a reasonable sum not to exceed two thousand dollars (\$2,000) representing partial reimbursement of the expenses incurred by the Employer in providing the Registered Nurse with this technical specialty training. Such repayment will not be required in instances where the Registered Nurse had no control or prior knowledge of the circumstances that led to the resignation.

Determination of the date of successful completion will be made by the Vice President for Nursing in a fair and nondiscriminatory manner.

ARTICLE 14 PROFESSIONAL ACTIVITIES

1. Policy and Procedure Manuals. Nursing Department policy and procedural manuals will be placed on all nursing units.

2. Forms Affecting Nurses. The Union will select the Registered Nurse representatives on committees to develop and review forms affecting Registered Nurses.

3. Job Descriptions. Specific job descriptions for all Registered Nurse job classifications shall be maintained and shall be made conveniently available to all Registered Nurses.

4. Relief from Non-Nursing Duties. The parties recognize that Registered Nurses are highly educated professionals whose chief responsibility is patient care. The Hospital recognizes the desirability in terms of effective and efficient operations of eliminating or minimizing the performance by Registered Nurses of non-nursing duties (including, without limitation, preparation and delivery of food to patients, cleaning of patient rooms and utility rooms, ordering of supplies and equipment, delivery of specimens to lab, routine clerical work not requiring Registered Nurse judgment, pharmacy pickups except for controlled substances, patient transport not requiring Registered Nurse's monitoring or judgment, scheduling clinic appointments, checking Medicaid validity, and storage of patients' belongings on a routine, continuing basis, except where required by the Registered Nurse's job description, and other non-nursing duties) and will continue its good faith efforts toward that end. The Registered Nurses also recognize that an important element in this continuing process is their duties and responsibilities in connection with the direction of the work of Nurses Aide and other support personnel who should perform such non-nursing duties. In order to facilitate this, the Medical Center will make available, on each unit, copies of job descriptions of the support personnel on the unit. Any disputes under this Section will not be subject to Article 19, Section 6, of this Agreement. If a question arises regarding whether general good faith efforts are being continued in this area, either party may invoke (and each party shall cooperate with) the mediation and conciliation services of the Federal Mediation Service to assist the parties in discussing and resolving their differences.

ARTICLE 15 VACANCIES

1. Posting. The Hospital will post job vacancies within the bargaining unit on the Union bulletin board at least five (5) consecutive days (exclusive of weekends and holidays) prior to filling such vacancies from inside or outside the Hospital. Vacant positions resulting from authorized leaves of absence will be posted and designated "temporary."

All vacancies which remain after being posted for five (5) days will continue to be listed until filled. Additionally, all vacancies will be listed on the Employer's intranet and website until filled.

2. Promotions. Where a promotional vacancy in a bargaining unit position other than staff nurse occurs any Registered Nurse with a satisfactory work record may

request in writing to be promoted. Where two (2) or more Registered Nurses are under consideration for such vacancy, the Employer shall select the most competent Registered Nurse from applicants in the same job classification as the vacancy, unless a Registered Nurse in a different job classification has appreciably greater ability to do the job, in which case the most competent Registered Nurse with appreciably greater ability shall be selected. Disputes under this provision shall be subject to the grievance and arbitration procedure, but an arbitrator is not expected to substitute his/her judgment of competency for that of the Vice President for Nursing unless that determination is arbitrary, capricious, or clearly erroneous. The Employer shall post the name of the Registered Nurse selected for the position when the selection is made.

A Registered Nurse selected hereunder shall serve the same probationary period in the new position as a new Registered Nurse, but fringe benefits will continue. If the Registered Nurse is removed from the new position during the probationary period (which decision shall not be subject to the grievance and arbitration procedure), the Registered Nurse shall be permitted to return to the Registered Nurse's former position without loss of other benefits, except that if the Registered Nurse is discharged, such discharge shall be subject to the grievance and arbitration procedure of this agreement.

3. Lateral Transfers. Where a vacancy occurs in a staff nurse position, any Registered Nurse with a satisfactory work record and with at least one (1) year of service in his/her present job may request, in writing, a transfer to fill such a vacancy, provided that the Registered Nurse has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency, but this will not result in delaying a transfer for more than a reasonable period of time. Where two (2) or more Registered Nurses request such transfer in writing, the Employer shall transfer the Registered Nurse with the greatest seniority, unless as among such Registered Nurses there is an appreciable difference in their qualifications to do the job.

Where no RN with one year of service in the present job has applied to fill a vacant position, the Medical Center will consider applications from RNs with one (1) year bargaining unit seniority. Where two (2) or more RN's with at least one (1) year of seniority have not been in their present job for at least one (1) year and have the necessary qualifications and are the only applicants for the vacant position, the Employer shall transfer the RN with the most seniority, unless as among such RNs there is an appreciable difference in their qualifications to do the job.

Where a Registered Nurse is involuntarily transferred and does not have one (1) year of service in the present job, the length of time actually worked in the former job from which the Registered Nurse was involuntarily transferred will be included when computing service in the present job.

ARTICLE 16 LAYOFF, RECALL AND TERMINATION

1. Notice. In the event of a proposed layoff, the Employer will notify the Union in writing 15 days prior to notification of the employee(s). Upon the Union's request, following receipt of its notice, the Union and Employer will meet to discuss ways to

minimize or avoid the impending layoffs. In the event that the layoff cannot be avoided, the Employer will give the affected RN(s) 30 calendar days' written notice.

2. Replacement. During the term of this agreement, Registered Nurses will not be laid off for the purpose of replacing such Employee with non-Registered Nurses.

3. Layoff. In the event of a layoff within a job classification in a clinical division covered by this agreement, newly hired probationary Registered Nurses within the job classification in the clinical division shall be laid off first without regard to their individual periods of employment. Non-probationary Registered Nurses in that job classification within the clinical division shall be the next to be laid off in the inverse order of their seniority, provided the remaining Registered Nurses have the ability to perform the work and assume the responsibilities required.

In the event a Registered Nurse is scheduled to be laid off in the clinical division and there exists a vacant position or a junior Registered Nurse at the same job classification in another clinical division with regard to which the Registered Nurse has the present ability to perform the work and assume the responsibilities then seniority shall prevail in assigning such Registered Nurse scheduled to be laid off to such position.

In the event a Registered Nurse is scheduled to be laid off and there exists a vacant position or a junior Registered Nurse in a lower Registered Nurse job classification, with regard to which the Registered Nurse has the present ability to perform the work and assume the responsibilities required, then seniority shall prevail in assigning such Registered Nurse to such position.

Regular part-time Registered Nurses scheduled to be laid off may only exercise their seniority bumping rights and rights to vacancies under this Section with regard to other part-time positions.

4. Reduction of Hours. In the event of a permanent reduction of hours within a job classification in a clinical division covered by this Agreement, the procedures of this Article 16 shall be applicable.

5. Non-Clinical Division Reassignments (including all bargaining unit non-clinical division Registered Nurses). In the event of a layoff within a job classification within a department that is not a clinical division, probationary RNs within the job classification in the department shall be laid off first without regard to their individual periods of employment. Non-probationary RNs in that job classification in the department shall be next to be laid off in the inverse order of their seniority.

In the event a non-probationary RN is scheduled to be laid off in a job classification within a department that is not a clinical division, and there exists a vacant position or a junior RN in the same or in a lower job classification in a clinical division as to which the affected RN has the present ability to perform the work and assume the responsibilities of such position, then seniority shall prevail in assigning such RN to such position.

An RN who is placed in another bargaining unit position as a result of a layoff, shall have the same orientation as provided in Article 13.

An affected RN must accept applicable vacancies for which such RN is qualified before bumping any junior RN.

6. Recall. Whenever a vacancy occurs in a job classification, Registered Nurses who are laid off in that job classification shall be recalled in accordance with their

seniority provided the Registered Nurse has the present ability to perform the work and assume the responsibilities required.

Probationary Registered Nurses who have been laid off have no recall privileges.

Regular part-time Registered Nurses on layoff shall have recall rights to regular positions only if they are willing to work the required full-time schedule of hours and only after all eligible regular full-time Registered Nurses have been recalled.

7. Termination. A regular full-time Registered Nurse or regular part-time Registered Nurse whose employment is terminated for reasons other than resignation or just cause will receive (a) thirty (30) calendar days' notice and (b) accrued vacation, holiday and uniform allowance pay pro-rata to the Registered Nurse's termination date. A Registered Nurse who terminates his/her employment by resignation shall give the Employer four (4) weeks' written notice, such notice to run from the date the letter arrives in the Director's office, or shall forfeit terminal benefits, i.e., accrued holidays, vacation pay and uniform allowance pro-rata to the Registered Nurse's termination date, if any payable. Furthermore, Registered Nurses are required to work during the full notice period as a condition for receipt of terminal benefits.

ARTICLE 17 NON-DISCRIMINATION

The Employer and the Union will comply with applicable Federal, State and City laws prohibiting discrimination against any employee on the basis of race, color, creed, national origin, sex, age, or political belief, marital status, religion, non-job related medical condition, disability, handicap, sexual orientation or citizenship status.

The Hospital will not discriminate on the basis of Union activity when selecting bargaining unit members to serve on Hospital committees.

Whenever benefits are applicable to a spouse in this Agreement, they also shall be applicable to a domestic partner as defined in the letter to the Benefit Fund trustees.¹⁰

ARTICLE 18 DISCHARGE AND DISCIPLINE

1. Warning Notices. Registered Nurses shall be given a copy of all written disciplinary warning notices, including written oral warning notices, issued to them.

2. Union Representation at Disciplinary Interviews. 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 it is reasonably anticipated that disciplinary action will result to that Registered Nurse and such local representative is reasonably available. A disciplinary interview at which the right to have a local union representative is not afforded upon the Registered Nurse's request as set forth herein shall not be considered in support of any disciplinary action, or included in the Employee's personnel file .

3. Conferences During Work Time. All evaluations, conferences, and discipline will be done on work time.

¹⁰ See Addendums 4 and 6

4. Discharge Only for Just Cause. The Employer shall have the right to discharge or discipline any Registered Nurse for just cause. The Employer will notify the Union in writing of any discharge within forty-eight (48) hours (not including Saturdays, Sundays and holidays) from the time of such discharge.

5. Written Complaints. Any written complaint made against an RN, which the Medical Center has reason to believe may result in disciplinary action against an RN will be made available to the RN within 30 days from receipt by the Vice President for Nursing subject to the requirements of confidentiality rules, laws and regulations, as may apply.

The RN shall acknowledge that he or she read such material by affixing her/his signature on the copy to be filed with the understanding that such signature signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

The RN shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

ARTICLE 19 GRIEVANCE PROCEDURE

1. Grievances. Except as otherwise provided in this agreement, every grievance the Union (and the Registered Nurses it represents) may have arising from application or interpretation of this agreement or otherwise will be adjusted as stated below.¹¹ A grievance which affects a substantial number or class of Registered Nurses, or on behalf of the Union, in which the Employer's representative in Step One lacks authority to settle may initially be presented at Step Two by the Union'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.

2. Informal Discussion. A Registered Nurse who has a grievance will present the claim promptly to the Registered Nurse's supervisor. The Registered Nurse and the supervisor will discuss and attempt to resolve this complaint.

3. Procedure and Time Limits: Step One. If the grievance is not adjusted by informal discussion as provided for in paragraph 2, the Union may serve a written notice of grievance on the applicable immediate supervisor, or designee, within ten (10) days after occurrence of the facts on which the grievance is based. If no such notice is served in the time specified, the grievance will be barred. Within ten (10) working days thereafter, or within five (5) days following any conference between the local representative and the immediate supervisor or designee, the answer of the immediate supervisor or designee shall be given to the local representative.

4. Procedure and Time Limits: Step Two. If the grievance is not adjusted as provided for in Step One, the Union will serve a written notice of grievance on the department head for the division, or designee, within ten (10) working days after the

¹¹ A Registered Nurse who feels himself/herself aggrieved by a direction to perform a certain task shall not refuse to perform the task but shall perform the same and then submit his/her protest as a grievance, provided that a Registered Nurse shall not be required to perform a task which would present an immediate danger to the health or safety of the Registered Nurse.

answer at Step One. If no such notice is served in the time specified, the complaint will be barred. Within ten (10) working days thereafter, or within five (5) days following any conference between the general or local representative and the department head for the division or designee, the answer of the department head for the division, or designee, shall be given in writing to the general or local representative.

5. Procedure and Time Limits: Step Three. If the grievance is not adjusted in Step Two, the Union may, within five (5) working days after the answer in Step Two, appeal the grievance to Step Three by written notice served on the Vice-President for Human Resources, or designee. If no such notice is served within the time specified, the complaint will be barred. Within five (5) working days thereafter, the answer of the Hospital shall be given in writing to the Union.

6. 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 Union in accordance with this Section. The Employer and the Union will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, under the Voluntary Labor Arbitration rules. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within fifteen (15) days after the Employer's answer in 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.

7. Discharges. If a Registered Nurse is discharged by the Employer, the Union may file a grievance at Step 3 within five (5) working days from its receipt of notice of the discharge. If the Union is not satisfied with the Employer's Step 3 answer, the Union may proceed immediately to Step 4. The parties shall endeavor to expedite any such arbitration whenever possible by (a) entering stipulations of facts in advance of the hearings; and (b) agreeing to consecutive hearing days. The parties further intend that the arbitration be concluded within four (4) months of the first day of hearing. If any party requests a transcript of the hearing, such party shall pay the full cost of the transcript and shall provide the other party with a copy thereof. Hearings shall not be delayed for receipt of transcripts.

8. Arbitrator's Powers: Limitation. The arbitrator shall not have any power to add to or subtract from or otherwise amend this agreement.

9. Time Limits and Miscellaneous. 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 by reason of such grievance. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

10. Attendance at Arbitration Hearing. With appropriate notice and where not inconsistent with effective and efficient operations, the Hospital will release a Registered Nurse for attendance at an arbitration hearing as a witness or participating grievant.

ARTICLE 20 UNION RIGHTS

1. New Registered Nurse. At the time a new Registered Nurse subject to this agreement is employed, the Employer shall deliver to said Registered Nurse a Union dues card and provide a copy of this Agreement supplied by the Union.

2. Dues Deduction. It shall be a condition of employment that every Registered Nurse who is a member of the Union in good standing as of the effective date of this agreement shall remain a member in good standing and those who are not members on the effective date of this agreement shall, no later than thirty (30) days following the date of execution of this agreement, become and remain members in good standing of the Union. Every Registered Nurse who becomes such after the date of execution of this agreement will become a member of the Union within thirty (30) days after the date of employment and will thereafter remain a member in good standing.

Employer will notify the Union in writing of each new Registered Nurse within ten (10) working days after the Registered Nurse's employment.

Whenever the Union shall charge that any Registered Nurse, who is required by the provisions of this paragraph to remain a member of the Union in good standing, has failed to do so and shall demand the discharge of such Registered Nurse, the Employer shall be so notified by the Union by certified or registered mail and the Employer shall have fourteen (14) days following the receipt of such notice to take action on the requested discharge. If, during said fourteen (14) day period, the Registered Nurse shall pay his or her delinquent dues, the Employer shall not be required to discharge such Registered Nurse.

"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 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 paragraph.

3. Membership Procedure. A Registered Nurse who desires to become a member of the Union, may execute a written authorization in the form annexed hereto as Exhibit A. Upon receipt of such an authorization from a Registered Nurse, the Employer will, pursuant to such authorization, deduct from the wages due the Registered Nurse each month, the regular dues fixed by the Union, provided that the first deduction shall not be required to be made earlier than the first pay period following completion of the Registered Nurse's first thirty (30) days of employment but will include the first month of employment if authorized by the Registered Nurse. Employer will be relieved from making such "check-off" deductions upon: (a) termination of employment; (b) transfer to a position 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 a Registered Nurse 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 Registered Nurses shall require a new dues authorization card. The Employer shall not be obliged

to make dues deductions of any kind from any Registered Nurse who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction.

By the tenth (10th) of each month, the Employer will remit to the Union all deductions for dues made from the salary of Registered Nurses for the preceding month, together with a list of all Registered Nurses from whom dues have been deducted.

It is specifically agreed that the Employer assumed no obligation, financial or otherwise, arising out of the provisions of this Section, and the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions, or proceedings by a Registered Nurse 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.

4. Union Chapter Representatives. The Union will notify the Employer of its local Chapter representatives who are authorized to deal with Employer about employment conditions and adjustments of any problems arising under this agreement. The Union will notify the Employer in writing of said representatives' designation and authority and any change in either. Registered Nurses will not engage in Union activities on Employer's time unless expressly permitted to do so in connection with processing grievances with management representatives in accordance with the first three steps of the grievance procedure or in connection with Union-Management meetings agreed to by the parties.

Requests for such activities shall be submitted in writing to the Vice President for Nursing or her designee in accordance with Hospital policy and practice regarding RN staffing. Where possible the request shall be made prior to the two weeks before the first day of the next work schedule.

Approval for such activities shall not be unreasonably denied. It is understood that the Chapter Leader or designee will be released from normal duties, not to exceed one (1) day per week, without loss of pay for performance in the Hospital of his/her duties in administration of the agreement.

5. General Representative Visits. A duly authorized General Union representative may visit the Employer's premises after notification of the Vice President for Nursing or designee, at a reasonable time to discharge the Union's duties as the Registered Nurses' collective bargaining representative so long as the representative does not interfere with the work of the Registered Nurses or the operation of the Hospital.

6. Bulletin Boards. The Employer will provide the Union with a bulletin board in the Nursing Office and in the corridor next to the Registered Nurse entrance in the Union bulletin board area on which to post official Union notices. The bulletin board will at all times carry a label, device, or notice clearly identifying it as the U.F.T. bulletin board (for use). The signature (or facsimile signature) of a duly authorized Union representative will be affixed to every Union notice posted on the board. The bulletin board shall be locked and a key held by an Employer's and a Union representative. Hospital notices required to be posted on the Union bulletin board will only be posted on the bulletin board in the Nursing Office.

7. Union File Cabinet. The Employer will provide the Union with a three drawer lockable lateral file cabinet, which will be located in the Registered Nurse Lounge on unit 4B.

8. Union Representative Work Schedule. The work schedules of Registered Nurses elected as Union representatives shall be adjusted to permit attendance at regular Union Delegate Assembly meetings providing Hospital operations shall not be impaired. Registered Nurses who are elected delegates to Union national and state conventions shall have preference in scheduling vacation and/or holiday time to attend in accordance with staffing needs and Hospital policies governing time off.

9. Joint Union-Management Committee. There shall be a Union-designated committee consisting of representatives of the bargaining unit not to exceed seven members, who will meet on a monthly basis with the Vice President for Nursing at a mutually convenient time. The purpose of these meetings is to discuss matters of mutual concern. The agenda items are to be submitted four days in advance of the meeting date. Committee members will be released from their normal work obligations to attend such meetings, without loss of pay.

10. Special Union Leave. The Union may request that the Employer grant a leave without pay to a particular Registered Nurse who will be employed by the Union during the leave. Such request shall be granted in accordance with the separate letter of agreement between the parties.

11. Deduction of Committee on Political Education Fund Contributions. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization deduct from the wages due said Employee once a month the sum specified in said authorization and remit sum to the UFT Committee on Political Education (“COPE”) Fund as the Employee’s voluntary contribution to said Fund together with a list of all Registered Nurses from whom contributions have been deducted. This provision for voluntary check-off should not be construed as support or lack of support for the COPE Fund or its activities by the Employer.

12. Voluntary NYSUT Benefits Deduction. A Registered Nurse who desires to participate in the NYSUT Benefit Trust (“Trust”) sponsored by the Union may do so at his/her own expense by executing a written authorization and payroll deduction in a form satisfactory to the Employer and the Trust. Upon receipt of such an authorization from a Registered Nurse, the Employer will, pursuant to such authorization, deduct from wages due the RN each month, the amount specified by the RN and shall remit the amount deducted to the Trust. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Section. The Union and Trust agree that they will jointly and severally indemnify and hold the Employer harmless for any claims, actions, or proceedings arising in any way from deductions made by the Employer hereunder. Once the funds are remitted to the Trust, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Trust and the Registered Nurse.

**ARTICLE 21
MANAGEMENT OF THE HOSPITAL**

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management.

**ARTICLE 22
BUSINESS OR EMPLOYMENT INTERRUPTION**

Neither the Union nor any Registered Nurse 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.

During the term of this agreement, the Employer will not engage in a lockout, providing that a decision by the Employer to shut down for any reason, including a labor dispute or a 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 deemed to be a lockout.

Should a group of Registered Nurses unilaterally or independently engage in any of the aforementioned activities, the Union shall notify such Registered Nurses, in writing, of its disapproval of this action and instruct such Registered Nurses, in writing, to cease such action immediately. Copies of such notice shall be furnished simultaneously to the Employer.

The Employer shall have the right to discharge, with loss of all rights and benefits, or otherwise discipline any Registered Nurse who violates any of the provisions of this Section (and such discipline need not be uniform) and, in the event a grievance is filed, the sole question for arbitration shall be whether the Registered Nurse engaged in the activity.

**ARTICLE 23
SEPARABILITY AND COMPLETE AGREEMENT**

1. 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 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.

2. Complete Agreement. Both parties hereto acknowledge that they had full opportunity during the 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 agreement, except as provided in the agreement.

3. 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.

4. Modification of Conditions. If it becomes necessary for the Hospital to consider the modification of generally applicable working conditions not expressly covered by the agreement, the Hospital will first advise the Union and on Union request, consult with the Union with respect to the proposed modification, and comply with applicable law.

ARTICLE 24 SUCCESSORSHIP

This Agreement shall be binding upon the parties, their successors, and assigns.

ARTICLE 25 EXPERIMENTATION

1. Experimental Scheduling. The parties have agreed to the Experimental Scheduling Procedures set forth in Addendum 3, subject to periodic re-evaluation by them, on reasonable request of either party.

2. Cafeteria. On an experimental basis, the cafeteria area will be made available for use by Registered Nurses on a limited basis during the evening and night shifts. The parties will consult as needed in connection with their mutual goal of providing appropriate amenities and resolving any problems arising out of this experiment.

ARTICLE 26 RECRUITMENT AND RETENTION COMMITTEE

A Recruitment and Retention Committee (RRC) shall meet quarterly, or more frequently if mutually agreed, to consider appropriate ways to improve recruitment and retention of Registered Nurses. The Union and the Employer shall each have one vote and may designate their representatives. If the committee achieves a unanimous consensus, it shall proceed to recommend implementation of its determination, unless implementation would modify a provision of the Agreement or impose a substantial cost to the Hospital. In such case, the proposed contractual change shall be recommended to the Union and the Employer, and they may ratify or reject the proposed change in accordance with their procedures.

ARTICLE 27 EFFECTIVE DATE AND DURATION

Except as otherwise stated, this agreement, will be effective with regard to salary and fringe benefits from January 1, 2010, and with regard to all other matters from the date of execution and will remain effective until 12:00 midnight February 28, 2013 and from year to year thereafter unless terminated as provided below.

This agreement may be terminated effective 12:00 midnight February 28, 2013 by written notice from either party, delivered to the other, not later than November 28, 2012 of intent to modify or terminate it, and may be terminated effective 12:00 midnight any subsequent February 28 by similar written notice delivered to the other party not later than the preceding November 28. Notice of intent to modify will be equivalent to notice of intent to terminate. It is understood that the negotiation of the successor agreement to this agreement shall be with respect to pay and benefits from January 1, 2013.

Lutheran Medical Center

United Federation of Teachers

Wendy Z. Goldstein

Michael Mulgrew

Date

Date

EXHIBIT A
PAYROLL DEDUCTION AUTHORIZATION

Federation of Nurses/UFT

Local 2 American Federation of Teachers, AFL-CIO
52 Broadway NY NY 10004 212 420-7981

Pursuant to applicable law, I assign to the Federation of Nurses/UFT from my compensation as an employee of The Lutheran Medical Center (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

**EXHIBIT B
COPE DEDUCTION AUTHORIZATION**

EMPLOYER COPY

Print Clearly or Type

AUTHORIZATION FOR VOLUNTARY DEDUCTION

UFT COPE COMMITTEE, P.O. BOX 1005, New York, NY 10274-1005

\$2.00
AMOUNT
PER MONTH

SOCIAL SECURITY NUMBER

LAST NAME

FIRST

INITIAL

Home
Address

STREET AND NO.

CITY

STATE

ZIP

I hereby authorize regular deductions from my earnings in the amount specified hereon as a voluntary contribution to be paid to the treasurer of the UFT COPE Committee, to be used in accordance with the Bylaws of the Said Committee and applicable law for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of employment, and that I may revoke this authorization at any time by giving written notice to the treasurer of the UFT COPE Committee and/or my payroll office, such revocation being effected when accepted into the employer's payroll system. This authorization supercedes all previous authorization.

A Contributions or gifts to Vote/COPE are not deductible as charitable contributions for federal income tax purposes

SIGNATURE

DATE

RN REPRESENTATIVE

DATE

EMPLOYER

BOROUGH

A copy of the UFT COPE Committee Report is filed with New York State Board of Elections and is available from the Board, Empire State Plaza, Albany, NY 12223

ADDENDUM 1
LIST OF OPERATING ROOM AND RECOVERY ROOM PERSONNEL
RECEIVING O.R. DIFFERENTIAL:

R. Liddell, R.N., D. Carino, R.N.

ADDENDUM 2
NURSE SECURITY

LUTHERAN MEDICAL CENTER
150 55th Street
Brooklyn, New York 11220
(718) 630-7000

February 21, 1980

United Federation of Teachers:

This letter is in response to the questions and other matters related to Registered Nurse Security that were raised by you during our negotiations. The policies reflected herein are current or projected Hospital policies and practices with regard to which we do not anticipate change or alteration. If any apparent changes in policy or application are observed, or if additional proposals for change, or improvement are appropriate, we would solicit advice and recomunications in that regard through the contractual Registered Nurse Security Committee or otherwise.

Summary of Security Policies and Practices

Visitor Policy

Hospital Policy requires that certain visitors have properly authorized passes and it is the responsibility of the Security Department to enforce in practice this most important policy. In addition, the following subdivisions of this policy are or will be in effect.

1. Visitors are not permitted on patient floors before or after scheduled hours without first checking with the charge nurse or physician. A similar policy will be applied in the case of prisoners during visiting hours. Furthermore, Registered Nurses and physicians have authority to limit or bar visitors directly or by advice to the Visitors' Desk under appropriate circumstances, including with regard to patients involved in, or victims of, violent crimes.
2. Security guards make physical rounds at the end of visiting hours in critical care and on patient floors. In addition, bedside checks are made by guards during visiting hours to make sure that visitors have proper passes appropriate to that patient room. Also, if there is an apparent excess of visitors with any one patient (or any other problem with visitors), this situation should be reported to the Security Department, and instructions have been given to respond immediately.

Building Security

1. It is Security Department Policy to have a security guard present in the ER 24 hours per day.
2. The Employees entrance door is to be locked at all times other than Monday to Friday from 7 A.M. to 7 P.M. and the adjoining corridor is patrolled during the open hours.
3. The 56th Street entrance, which was formerly locked at all times, is opened between 6:30 A.M. and 8 P.M. for outside entrance as a result of staff requests, and is available for exit only at other times.
4. The Second Avenue entrance is not a general Hospital entrance but only for entrance by staff and by others utilizing the Clinic and ER, except in unusual circumstance. A guard is stationed at this entrance for this purpose. Other individuals entering the Hospital are supposed to use the front (55th Street) entrance. Between 9 P.M. and 6 A.M., the door to this entrance is locked and entrance limited to individuals utilizing the ER.

The foregoing are the policies and practices in effect or projected in the areas you raised. However, we recognize the need for, and desirability of, improvement and look forward to working with the UFT and the contractual Registered Nurse Security Committee toward this end.

ADDENDUM 3 EXPERIMENTAL SCHEDULING PROCEDURES

In order to accommodate Registered Nurses who wish to work modified work schedules, the Medical Center will make available, on a unit by unit basis, an experimental work schedule subject to the approval of the Medical Center. Where implemented on a unit by Nursing Administration such experimental work week shall be applied on a voluntary basis (with first priority for Registered Nurses in the Unit), contingent on the availability of adequate staffing and coverage, it being understood that this program is experimental and in order to implement or maintain it on any unit enough staff members will have to volunteer and work the experimental hours and schedules before nurses desiring that schedule can be accommodated.

Where implemented by Nursing Administration on a Unit any such experimental work week program shall be evaluated by the Hospital in consultation with the Union six (6) months after the commencement of the program. Also during the experiment, regular consultation on progress or problems shall be had between designated representatives of the parties.

In the experimental program, each Registered Nurse who works on an 11 1/2 hour shift between 7:00 A.M. to 7:30 P.M. or 7:00 P.M. to 7:30 A.M. or 11 A.M. to 11:30 P.M. will receive a one hour meal break and a 3/4 hour coffee break. The Registered Nurse will work 3 shifts for 3 weeks and 4 shifts for 1 week for a total of 13 shifts for 4 weeks. However, the Hospital will encourage and attempt to accommodate the use of holiday and personal day time during those weeks when the Registered Nurse is scheduled to work 4 shifts, so as to reduce the number of 4 shift weeks. Vacation time, holiday time, sick and other benefits will be computed in hours and probation and benefit waiting

periods similarly adjusted as necessary. Accumulation of benefit time is computed by using the actual hours worked and will be paid based on scheduled hours of work. Example: Where an employee is scheduled to work 11 1/2 hours and calls in sick, he/she will be paid for 11 1/2 hours and his/her sick bank will be reduced by 11 1/2 hours. Similarly, when the nurse takes a holiday, he/she will be paid for 11 1/2 hours and his/her holiday bank will be reduced by 11 1/2 hours.

In the case of vacation time the hours scheduled for that week will be used as the basis for charge against vacation time, i.e., where an employee requests vacation for a week that they are scheduled to work 34.5 hours, they will be charged for 34.5 hours and where they are scheduled for 46 hours they will be charged for 46 hours. The Registered Nurse will be paid for 75 hours per pay period (even though the nurse works either 69 or 80.5 hours per pay period). Shift differential will be paid on an hourly basis for hours worked based on the existing contractual evening and night differential for those hours regularly assigned during the present evening and night shift hours. Overtime will be paid if the nurse works more than 34.5 hours in the 3 shift week or 46 hours in the 4 shift week or in excess of 11 1/2 hours on the daily shift.

In determining the schedules for Registered Nurses working the 11 1/2 hour shift, the Medical Center will honor the requests of individual Registered Nurses who are working such shift to limit their scheduling to no more than two (2) consecutive shifts, unless inconsistent with staffing and proper patient care needs.

Where such experimental schedule is not an 11 1/2 hour shift, all areas of pro-rating of benefit time, and other time will be adjusted appropriately to provide benefit time, and other time equivalent to that provided for regular full-time Registered Nurses.

Before the inception of an alternate work schedule, which is not an 11 1/2 hour shift, the Medical Center shall provide the Union with a copy of the proposed pro-rating of benefit time and other time. A dispute about the appropriate pro-rating of benefit time or other time may be resolved through the grievance and arbitration procedure of this agreement.

To the extent practicable, part-time employees will be included in any appropriate experimental program.

The Hospital will consider requests of interested employees who would wish to alternate between the two shifts in order that they can participate in this program. Requests to fill these positions will be granted on a seniority basis.

Other terms and conditions of the parties' agreement shall continue to be applicable except as hereinabove modified.

**ADDENDUM 4
DOMESTIC PARTNERS**

Lutheran Medical Center
150 55th Street
Brooklyn, NY 11220

April 2, 2001

Trustees
Health Care Chapter
United Federation of Teachers Welfare Fund
Local 2, American Federation of Teachers, AFL-CIO
260 Park Avenue South
New York, New York 10010

Dear Trustees:

Pursuant to the terms of the Collective Bargaining Agreement between Lutheran Medical Center and the United Federation of Teachers, we request that you adopt the following criteria for establishing entitlement to domestic partner benefits:

Domestic partner refers to an individual who meets the standards set forth in Mayoral Executive Order 48 of 1993 and Section 2, Chapter 2 of Title 3 of the Administrative Code set forth below, and who have registered as domestic partners or executed an equivalent affidavit if ineligible to register because neither are residents of the City of New York, and have not terminated the domestic partnership, to wit:

1. Both persons are eighteen (18) years of age or older.
2. Neither of the persons is married.
3. Neither of the persons is a party to another domestic partnership, or had been a party to another domestic partnership within six months prior to registration.
4. The persons are not related to each other by blood in a manner that would bar their marriage in the State of New York.
5. The persons have a close and committed personal relationship, live together, and have been living together on a continuous basis.

Proof of registration, or the equivalent affidavit if applicable, shall be provided to the Fund together with the form for election of domestic partner coverage. The Fund shall advise the Employer of an employee's election of domestic partner coverage for tax purposes.

APPROVED:

/s/ Miles H. Kucker
Lutheran Medical Center

/s/ Lucille Swaim
United Federation of Teachers

ADDENDUM 5
Direct Deposit

Lutheran Medical Center
150 55th Street
Brooklyn, NY 11220

April 2, 2001

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
Local 2, American Federation of Teachers, AFL-CIO
260 Park Avenue South
New York, New York 10010

Dear Lucille:

This will confirm that during the negotiations, the Hospital and Union agreed that: if the Hospital offers direct deposit of employee paychecks to any group of employees at the primary Hospital location, such direct deposit shall be offered to Registered Nurses.

/s/ Miles H. Kucker
Vice President, Human Resources

**ADDENDUM 6
DOMESTIC PARTNER ISSUES**

Lutheran Medical Center
150 55th Street
Brooklyn, NY 11220
718 630-7000

April 25, 2001

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
Local 2, American Federation of Teachers, AFL-CIO
260 Park Avenue South
New York, New York 10010

Re: Domestic Partner Issues

Dear Lucille:

This letter confirms that we do not agree as to whether the final sentence of Article 17 of the Collective Bargaining Agreement (i.e. whenever benefits are applicable to a spouse in this Agreement, they also shall be applicable to a domestic partner as defined in the letter to Benefit Fund Trustees) provides a basis for domestic partners to be entitled to paternity leave and/or marriage leave benefits pursuant to Article 9.4 and 9.3. While we have agreed not to provide a specific reference to domestic partner applicability in Article 9.4 and 9.3, such omission shall not be construed to prejudice either party on this issue.

If you concur with this Agreement, please sign below where indicated.

Yours truly,

/s/ Miles H. Kucker
Vice President
Human Resources

MHK/rs

AGREED FOR UFT:

/s/ Lucille Swaim
Coordinator of Negotiations
4/30/01

**ADDENDUM 7
TUITION REIMBURSEMENT FUNDING**

Lutheran Medical Center
150 55th Street
Brooklyn, NY 11220
718 630-7000

May 20, 2003

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
Local 2, American Federation of Teachers, AFL-CIO
52 Broadway
New York, New York 10004

Re: Tuition Reimbursement Funding

Dear Ms. Swaim:

Hospital and Union agree to work together to access available sources of funding for grants for tuition reimbursement programs. Any funds obtained through this effort will be made available to RNs covered by this agreement.

Sincerely,

Stan J. Giovanniello
Director of Employee/Labor Relations

ADDENDUM 8
PRE-EVENT SMALLPOX VACCINATION PROGRAM

Lutheran Medical Center
150 55th Street
Brooklyn, NY 11220
718 630-7000

May 20, 2003

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
Local 2, American Federation of Teachers, AFL-CIO
52 Broadway
New York, New York 10004

Dear Ms. Swaim:

Re: Pre-Event Smallpox Vaccination Program

In responding to the governmental requests to initiate a smallpox vaccination program, the Hospital agrees to be guided by the following principles:

1. Participation will be on a voluntary basis
2. Volunteers will be appropriately screened for factors related to high risk characteristics.
3. Written instruction about the vaccine and consent forms will be provided to volunteers.
4. No discrimination toward any volunteer.
5. Absences resulting from illness derived from receipt of the vaccination will be handled as worker's compensation claims.

Sincerely,

Stan J. Giovanniello
Director of Employee/Labor Relations

**ADDENDUM 9
RN STAFFING GUIDELINES**

March 1, 2010 – February 28, 2011

Unit	Capacity	Day	Evening	Night
<u>Med Surg</u>				
3B	30	3 to 4	4	4
3C	20	4	3	3
3C Stroke Unit	4	1	1	1
4A	19	3	3	3
4A Intermediate/PCI	16	4	4	4
4A Respiratory	8	2	2	2
4B	44	6	6 to 5	5
4C	32	4	4	4
4C Post Op Unit	4	1	1	1
4D	41	5	5	5
5A	16	2	2	2
5B	40	5	5	5
5E	16	2	2	2
<u>Women/Children</u>				
L&D	--	9	9	8 to 9
5F	34	4	3 to 4	3
Peds	8	2	2	2
Nursery	30	3	3	3
NICU	9	3	3	3
<u>Critical Care/Emergency</u>				
MICU	12	6	6	6
SICU	10	5+1	5	5
ED	--	11	14	11
Cardiac Cath Lab	--	3	--	--
Radiology	--	4	--	--
<u>Specialties</u>				
Hemodialysis	6	3	3	0
PACU II	12	4	4	0
PACU I	16	3 to 8	8 to 9	2
<u>Behavioral Health</u>				
5C	8	1	1	1
5D	35	4	4	3
Psych ED	--	1	1	1

RN STAFFING GUIDELINES
March 1, 2011 – February 28, 2012

Unit	Capacity	Day	Evening	Night
<u>Med Surg</u>				
3B	30	4	4	4
3C	20	4	3	3
3C Stroke Unit	4	1	1	1
4A	19	3	3	3
4A Intermediate	16	4	4	4
4A Respiratory	8	2	2	2
4B	44	6	6	6
4C	32	5	5	5
4C Post Op Unit	4	1	1	1
4D	41	6	6 to 5	5
5A	16	2	2	2
5B	40	6	6 to 5	5
5E	16	2	2	2
<u>Women/Children</u>				
L&D	--	9	9	8 to 9
5F	34	4	3 to 4	3
Peds	8	2	2	2
Nursery	30	3	3	3
NICU	9	3	3	3
<u>Critical Care/Emergency</u>				
MICU	12	6	6	6
SICU	10	5+1	5	5
ED	--	11-12	15	12
Cardiac Cath Lab	--	3	--	--
Radiology	--	4	--	--
<u>Specialties</u>				
Hemodialysis	6	3	3	--
PACU II	12	4	4	0
PACU I	16	3 to 8	8 to 9	2
<u>Behavioral Health</u>				
5C	8	1	1	1
5D	35	4	4	3
Psych ED	--	1	1	1

RN STAFFING GUIDELINES
March 1, 2012 – February 28, 2013

Unit	Census	Day	Evening	Night
<u>Med Surg</u>				
3B	30	4	4	4
3C	20	4	3	3
3C Stroke Unit	4	1	1	1
4A	19	3	3	3
4A Intermediate	16	4	4	4
4A Respiratory	8	2	2	2
4B	44	6	6	6
4C	32	5	5	5
4C Post Op Unit	4	1	1	1
4D	41	6	6 to 5	5
5A	16	2	2	2
5B	40	6	6 to 5	5
5E	16	2	2	2
<u>Women/Children</u>				
L&D	--	9	9	8 to 9
5F	34	4	3 to 4	3
Peds	8	2	2	2
Nursery	30	3	3	3
NICU	9	3	3	3
<u>Critical Care/Emergency</u>				
MICU	12	6	6	6
SICU	10	5+1	5	5
ED	--	11-12	16	12
Cardiac Cath Lab	--	3	--	--
Radiology	--	4	--	--
<u>Specialties</u>				
Hemodialysis	6	3	3	0
PACU II	12	4	4	0
PACU I	16	3 to 8	8 to 9	2
<u>Behavioral Health</u>				
5C	8	1	1	1
5D	35	4	4	3
Psych ED	--	1	1	1

LETTER OF UNDERSTANDING: STAFFING

The Employer and the Union agree to the following general principles in connection with staffing:

1. The Employer and the Union will work together collaboratively and in good faith to limit heavy lifting by RNs. Potential solutions include use of a lift team and patient care technicians. These efforts will focus on Rehab-3B and 3C.
2. In Behavioral Health, safety will be maintained and relief will be provided. No one will be left alone in these units and the Employer will provide the requisite oversight to accomplish these objectives.
3. In the Emergency Department, the ANCC/charge nurse shall be required to take patient care assignments when the number of RNs is 10 including the ANCC/charge nurse. The ANCC/charge nurse may be required to take patient care assignments when the number of RNs is eleven (11) or more including the ANCC/charge nurse.
4. The RN staffing applicable to patients admitted and being held in the ED shall be the same as the RN Guidelines for the unit to which they are admitted.

ADDENDUM 10
EXPERIENCE CREDIT
Lutheran Medical Center
150 55th Street
Brooklyn, NY 11220
718 630-7000

May 20, 2003

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
Local 2, American Federation of Teachers, AFL-CIO
52 Broadway, New York, New York 10004

Dear Ms. Swaim:

Re: Experience Credit

The parties have agreed to delete the following two paragraphs from Article 4 Section 2 of the collective bargaining agreement:

Effective January 1, 1990 incumbent Registered Nurses on May 9, 1990 whose verifiable non-U.S. experience comparable to Lutheran Medical Center experience was not previously credited shall be granted up to fifteen (15) years' experience differential credit for such experience, provided their total experience differential credit (including Lutheran Medical Center experience) does not exceed twenty (20) years.

Effective January 1, 1990 incumbent Registered Nurses on May 9, 1990 whose pre-1980 service at Lutheran Medical Center was performed on a regular full-time or regular part-time basis, but was not credited for experience differential purposes because it was deemed to be "per diem" service, shall be granted experience differential credit for such experience provided their total experience differential credit (including Lutheran Medical Center and non-Lutheran Medical Center experience) does not exceed twenty (20) years.

In lieu of the foregoing paragraphs, the parties agree that the experience differential credit of incumbent Registered Nurses on December 31, 2002 shall continue to include the experience credited to them pursuant to the aforementioned paragraphs, and will not be reduced by reason of the deletion of the foregoing paragraphs from the Agreement.

Sincerely,

Stan J. Giovanniello
Director of Employee/Labor Relations

ADDENDUM 11
LETTER OF UNDERSTANDING
HEALTH PLUS

The Employer and the Union agree that Health Plus Registered Nurses may work at home under the following terms and conditions:

1. All newly created Health Plus positions entailing work at home will be posted and filled pursuant to Article 15 of the collective bargaining agreement with only Health Plus RNs eligible to bid. All vacancies occurring after the initial creation and filling of these home work positions will be posted and filled pursuant to Article 15 of the collective bargaining agreement with all bargaining unit RNs eligible to bid. No RN employed by Health Plus as of March 1, 2005 who is unwilling to work at home will be displaced or laid off as a result of the creation and filling of home work positions. All postings for home work positions will indicate the extent of the work at home.
2. Except as modified by this letter of understanding, there will be no change in the terms and conditions of employment for RNs working at home.
3. The hours, work week and breaks for RNs working at home will be governed by the collective bargaining agreement. Any variations will be specified in the job posting.
4. RNs working at home will be required to report to Health Plus offices for meetings and training. Health Plus will provide to RNs working at home all equipment and supplies needed to carry out their duties and responsibilities, and Health Plus will maintain all equipment so provided. In the event of equipment breakdown, which causes an interruption of work, RNs working at home will be held harmless for lost pay during such period.
5. RNs working at home will be required to secure High Speed Internet Access (DSL or Cable) and a dedicated telephone line, which will be used exclusively for Health Plus business purposes. All charges relating to the installation, maintenance, usage and removal of said High Speed Internet service and dedicated telephone line will be reimbursed upon proper submission to Health Plus.
6. RNs working at home are reviewed using the same quality standards as RNs working in Health Plus offices.
7. Any reduction of a work at home position that reduces the total number of Health Plus RNs and requires displacement of an incumbent RN shall be treated as a layoff under Article 16 of the collective bargaining agreement. On the other hand, if a work at home position is eliminated without any decrease in the total number of Health Plus RNs, the Employer will provide at least ninety (90) days

notice of the change to the RN who will be moved from a work at home position to an office position.

8. RNs working at home may be temporarily assigned as needed to work in Health Plus offices.
9. RNs working at home will be covered by the same Workers Compensation insurance as RNs working in Health Plus offices.

ADDENDUM 12
CARDIAC CATHETERIZATION LAB ON CALL

Lab: The following procedures shall apply to on call in the Cardiac Catheterization

1. The schedule shall be posted four (4) weeks in advance.
2. Qualified Cardiac Catheterization Lab nurses may volunteer in order of seniority (as defined in Article 3, Section 1) for available on call opportunities. The maximum on call opportunities for which a nurse may volunteer in this step shall be equal to the number of on call opportunities divided by the number of qualified full-time and part-time Cardiac Catheterization Lab nurses, with the resulting quotient being rounded up to the nearest whole number.
3. After the completion of step 2 above, qualified Registered Nurses may volunteer in order of seniority (as defined in Article 3, Section 1) for any and all remaining available on call opportunities.
4. After the completion of step 3 above, qualified nurses who do not work in the Cardiac Catheterization Lab may volunteer, in order of seniority (as defined in Article 3, Section 1) for any and all remaining available on call opportunities.
5. This addendum shall not affect on call procedures outside the Cardiac Catheterization Lab.

SIDE LETTER
CASE MANAGERS WEEKEND ROTATION

The Employer and the Union agree that effective February 2, 2010, the Employer may exercise its rights to scheduled weekend work for all Case Managers except that the following RN's may volunteer for weekend work but shall not be required to work weekends:

- Regina Cronin
- Elizabeth Quinton
- Pamela Mignuolo
- Maria Coronado
- Maricela DePaz

Lutheran Medical Center

United Federation of Teachers

Wendy Z. Goldstein

Michael Mulgrew

Date

Date