

Agreement made and entered into this 1st day of April 2011 by and between Staten Island University Hospital (hereinafter called the "Employer" or "Hospital") and Federation of Nurses/UFT, FNHP/AFT, AFL-CIO (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined. This Agreement shall expire on March 31, 2014.

Article 1

Recognition-The Collective Bargaining Unit

1. The Employer recognizes the Union as the exclusive collective bargaining representative of all Registered Nurses in the unit certified by the National Labor Relations Board ("NLRB") in NLRB Case No. 29-RC-7872 to wit:

Unit: Included: All full-time and regular part-time Registered Nurses, including per diem Registered Nurses, employed by the Employer at its 375 Segune Avenue, Staten Island, New York facility.

Excluded: All discharge planners, utilization review coordinators, managerial employees, guards and supervisors as defined in the Act, and all other employees.

2. Whenever the word "Employee" or "Registered Nurse" is used in this Agreement, it shall be deemed to mean the Employees in the Bargaining Unit covered by this Agreement, as defined in Article 1, Section 1, hereof, but shall not be deemed to apply to epidemiologists.

3. Part-time Employees who work .4 or more shall receive paid time off in proportion to the number of hours that they are regularly scheduled to work. Health benefits for part-time Employees are set forth in Article 14.

Article 2

Non-Discrimination

All Employees and applicants for employment will be treated without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

Whenever contractual benefits are applicable to a spouse in this Agreement, they shall also be applicable to a same sex domestic partner or significant other as defined in Article 13 B *Leaves*.

Article 3

Union Security - Union Shop and Check-Off

A. New Registered Nurse

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

B. 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.

The 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.

C. 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.

The Employer will be relieved from making such "check-off" deductions upon:

1. termination of employment;
2. transfer to a position other than one covered by the bargaining unit;
3. layoff from work;
4. an agreed leave of absence; or
5. 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 deduction 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.

All Employees shall have a right of free speech with respect to the Union and Employer.

Article 4

Union Activity, Visitation and Bulletin Boards

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work.

2. A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, chapter representative and/or Employees, and for the purpose of administering this Agreement. Such visits shall not interfere with the operations of the Employer.

3. The Employer shall provide one (1) glass enclosed bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to Employees in the course of employment.

4. The Union will notify the Employer of its chapter representatives who are authorized to deal with the Employer about terms and conditions of employment and the adjustment of grievances. Such representatives will be released to a reasonable extent from their normal duties without loss of pay to perform such functions.

5. The work schedules of Registered Nurses elected as Union representatives shall be adjusted to permit attendance at Union Delegate Assembly meetings, national and state conventions provided that requests are made at least four weeks in advance and staffing permits.

6. The Employer will provide the Union chapter with a lockable file cabinet to be placed in a mutually-agreed location.

7. A Union designated Representative shall be entitled to address newly hired Employees at the South Site within the first two (2) weeks of orientation for a period of time not to exceed thirty (30) minutes. The Union shall submit annually an outline of topics to be presented at the meeting to a Hospital designated representative. The content of the outline shall be mutually agreed upon. If there

is a dispute regarding any topic on the outline, appropriate action will be taken to resolve the dispute. A Hospital designated Representative shall be entitled to be in attendance during such presentations.

8. Chapter Leader Time: The Employer will allocate up to 90 hours (equal to twelve 7.5 hour days) off with pay per year for participation in activities of the Federation of Nurses/UFT. Requests for such activities must be made in advance and approved by the CNE.

Article 5

Appointment and Probation

1. Newly hired and re-hired Registered Nurses will receive a letter of appointment stating the date of hire (or re-hire), job title, employment status, shift, unit, rate of pay and applicable differential(s).

2. Newly hired and re-hired full-time Employees will be on probation for a period of four (4) months excluding time lost for illness and other leaves. Newly hired and re-hired part-time Employees will be on probation for a period of six (6) months excluding time lost for illness and other leaves. By agreement between the Union and Employer, the probationary period may be extended by as many as three (3) months. During the probationary period, an Employee will be subject to demotion, suspension, other discipline or discharge at Employer's sole discretion, without recourse to the grievance and arbitration procedures, but will otherwise be covered by this Agreement.

The Employer will provide a planned orientation program in Staff Development of two (2) weeks for each new Employee. Newly hired nurses shall not be independently responsible for a patient assignment during their first four (4) weeks of employment following the completion of classroom orientation and will not be counted in the staffing numbers during this time. Additional time as requested by the Registered Nurse or as recommended by the preceptor shall not be unreasonably denied.

3. Employees transferred to another unit will serve a three (3) month probationary period. An Employee who has completed the new hire probationary period and has been transferred will retain all rights and provisions provided in this Agreement, except the Employer reserves the right if someone fails the probationary period in the lateral transfer to return the Employee to his/her original position with the same conditions of employment and no loss of benefits or seniority, and such decision shall be at the Employer's sole discretion, without recourse to the grievance procedure, unless it is discriminatory, arbitrary or capricious, so as to constitute an abuse of discretion. The Registered Nurse may return to the prior position within six weeks of transfer, upon his/her request.

4. A newly licensed Registered Nurse with no prior registered nurse experience hired after March 31, 2005 will be paid one hundred dollars (\$100) per week less than the regular compensation rate (pro-rated for part-time Employees) during the probationary period. The reduced rate shall not apply to extensions of the probationary period or to additional probationary periods resulting from transfers.

Article 6

Temporary Registered Nurse

1. 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.

2. Temporary Registered Nurses will receive holidays and personal 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 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.

3. Health benefits for a temporary Registered Nurse shall begin on the first day of the month following the date when such Registered Nurse is accepted into a 0.5 or greater regular position provided that the Registered Nurse has been continuously employed as a 0.5 or greater temporary Registered Nurse for at least three months immediately prior thereto.

Article 7

Seniority, Layoff, Recall and Transfer

A. Seniority

1. 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 at its south site in any non-managerial positions as a permanent registered professional nurse, subject to paragraphs 2 and 4 below.

2. Seniority shall commence after the Registered Nurse has completed her/his probationary period and shall be retroactive to her/his current employment date of hire.

Seniority shall not accrue during unpaid absences or while on layoff, however it shall not be lost except pursuant to paragraph 3.

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

- a. terminates voluntarily;
- b. is discharged for cause;
- c. willfully exceeds an official leave of absence;
- d. is laid off for a period of six (6) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is less; or
- e. fails to return to work on a recall from layoff, within a reasonable time after the Employer has sent notice to her/him to return by letter or telegram to the last address furnished to the Employer by the Employee, unless the Employee has a valid reason for inability to respond.

4. 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 a manner described below;
- b. vacation time selection and personal day scheduling within a unit within a clinical area; and
- c. filling vacancies on other shifts.

B. Layoff

1. In the event of a layoff in one unit, newly hired probationary Registered Nurses within the unit shall be laid off first without regard to their individual period of employment.

2. Non-probationary Registered Nurses within the unit shall be the next to be laid off in the inverse order of seniority. In order to maintain the effective and efficient operations of the department, layoffs will be determined on a shift basis. Registered Nurses scheduled to be laid off on one shift may bump the least senior Registered Nurse working on another shift within the unit as long as they are willing to work that shift and possess the ability to perform the work and assume the responsibilities of that position.

3. In the event a Registered Nurse is scheduled to be laid off in one unit and there exists a vacant position in another unit which the Employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such Employee(s) scheduled to be laid off to such vacant jobs.

4. A Registered Nurse scheduled to be laid off in one unit may bump the least senior Registered Nurse working in another unit so long as she/he has the present ability to perform the work and assume the responsibilities required. In the event that a Registered Nurse scheduled to be laid off in one unit is capable of working in more than one of the other units, then she/he may only "bump" the least senior Employee working in those collective units.

5. There will be no more than two (2) bumps allowed as a result of any one Employee exercising rights under this section.

6. In the event that the Hospital intends to lay off Registered Nurses, it will notify the Union in advance and will meet with the Union, upon request, to discuss issues arising from the intended layoffs. The Hospital will consider whatever alternative proposals the Union wishes to make, and will communicate its response to the Union.

C. Recall

1. Whenever a vacancy occurs Employees who are on layoff shall be recalled in accordance with their seniority in reverse order in which they were laid off. Employees recalled must possess the ability to work in the clinical area where the vacancy occurs and be willing to work on the shift, shifts or shift arrangement scheduled for that position.

2. Probationary Employees who have been laid off have no recall privileges.

3. A part-time Employee on layoff shall have recall rights to a full-time position only if she/he is willing to work the required full-time schedule of hours.

4. An Employee who rejects a recall position on a shift other than the one from which he/she was laid off shall not lose the right and position of recall to his/her own shift.

D. Transfer

Registered Nurses can apply for transfers to other clinical areas from different shifts and the same shift on a lateral basis if a vacancy occurs in a bargaining unit position. There shall be no obligation to allow intra-clinical department transfers. The Hospital will post a notice of vacancy for five (5) days, excluding weekends and holidays. When two or more Registered Nurses apply for a vacancy, the senior qualified applicant shall be selected.

**Article 8
Wages and Other Compensation**

A. Base Pay

The minimum base rates of pay shall be as follows:

| | Current | 4/3/11 | 4/1/12 | 7/7/13 |
|----------------------|----------|----------|----------|-----------|
| Staff RN | \$69,960 | \$71,709 | \$73,502 | \$75,156 |
| Staff Development RN | \$73,861 | \$75,707 | \$77,600 | \$79,346 |
| CRNA | \$94,818 | \$97,189 | \$99,618 | \$101,860 |

Incumbent Registered Nurses whose current base pay exceeds the minimum rate for their title will receive base rate increases effective as follows:

| | 4/3/11 | 4/1/12 | 7/7/13 |
|----------------------|--------|--------|--------|
| Staff RN | 2.5% | 2.5% | 2.25% |
| Staff Development RN | 2.5% | 2.5% | 2.25% |
| CRNA | 2.5% | 2.5% | 2.25% |

B. Regular Compensation

1. Registered Nurses shall be paid additional compensation above the base rate in accordance with the following for their years of continuous employment at the Hospital and/or credit received at the time of employment by the Hospital for external experience, that is verifiable and comparable to a Registered Nurse employed at the Hospital.

Experience Differential

| <u>Years of Experience</u> | <u>Effective Dates of Annual Steps</u> | |
|----------------------------|--|-----------------|
| | <u>Current</u> | <u>7/7/2013</u> |
| 0 | \$ 0 | \$ 0 |
| 1 | 1,000 | 1,000 |
| 2 | 2,000 | 2,000 |
| 3 | 3,000 | 3,000 |

| | | |
|----|--------|--------|
| 4 | 4,000 | 4,000 |
| 5 | 5,000 | 5,000 |
| 6 | 6,000 | 6,000 |
| 7 | 7,000 | 7,000 |
| 8 | 8,000 | 8,000 |
| 9 | 9,000 | 9,000 |
| 10 | 10,000 | 10,000 |
| 11 | 11,000 | 11,000 |
| 12 | 12,000 | 12,000 |
| 13 | 13,000 | 13,000 |
| 14 | 14,000 | 14,000 |
| 15 | 15,000 | 15,000 |
| 16 | 16,000 | 16,000 |
| 17 | 17,000 | 17,000 |
| 18 | 18,000 | 18,000 |
| 19 | 19,000 | 19,000 |
| 20 | 20,000 | 20,000 |
| 21 | 21,000 | 21,000 |
| 22 | 22,000 | 22,000 |
| 23 | 23,000 | 23,000 |
| 24 | 24,000 | 24,000 |
| 25 | 25,000 | 25,000 |
| 26 | 26,100 | 26,100 |
| 27 | 27,200 | 27,200 |
| 28 | 28,300 | 28,300 |
| 29 | | 29,400 |

2. The regular annual compensation rate for Registered Nurses is the sum of the base rate and the experience, education, certification and shift differentials applicable to the Registered Nurse. Part-time Registered Nurses are entitled to a pro-rata amount.

3. Regular annual compensation rates shall be no less than the following:

**Minimum Regular Compensation
Staff Nurse**

| <u>Years of Experience</u> | <u>Current</u> | <u>4/3/11</u> | <u>4/1/12</u> | <u>7/7/13</u> |
|----------------------------|----------------|---------------|---------------|---------------|
| 0 | \$69,960 | \$71,709 | \$73,502 | \$75,156 |
| 1 | \$70,960 | \$72,709 | \$74,502 | \$76,156 |
| 2 | \$71,960 | \$73,709 | \$75,502 | \$77,156 |
| 3 | \$72,960 | \$74,709 | \$76,502 | \$78,156 |
| 4 | \$73,960 | \$75,709 | \$77,502 | \$79,156 |
| 5 | \$74,960 | \$76,709 | \$78,502 | \$80,156 |
| 6 | \$75,960 | \$77,709 | \$79,502 | \$81,156 |

| | | | | |
|----|----------|-----------|-----------|-----------|
| 7 | \$76,960 | \$78,709 | \$80,502 | \$82,156 |
| 8 | \$77,960 | \$79,709 | \$81,502 | \$83,156 |
| 9 | \$78,960 | \$80,709 | \$82,502 | \$84,156 |
| 10 | \$79,960 | \$81,709 | \$83,502 | \$85,156 |
| 11 | \$80,960 | \$82,709 | \$84,502 | \$86,156 |
| 12 | \$81,960 | \$83,709 | \$85,502 | \$87,156 |
| 13 | \$82,960 | \$84,709 | \$86,502 | \$88,156 |
| 14 | \$83,960 | \$85,709 | \$87,502 | \$89,156 |
| 15 | \$84,960 | \$86,709 | \$88,502 | \$90,156 |
| 16 | \$85,960 | \$87,709 | \$89,502 | \$91,156 |
| 17 | \$86,960 | \$88,709 | \$90,502 | \$92,156 |
| 18 | \$87,960 | \$89,709 | \$91,502 | \$93,156 |
| 19 | \$88,960 | \$90,709 | \$92,502 | \$94,156 |
| 20 | \$89,960 | \$91,709 | \$93,502 | \$95,156 |
| 21 | \$90,960 | \$92,709 | \$94,502 | \$96,156 |
| 22 | \$91,960 | \$93,709 | \$95,502 | \$97,156 |
| 23 | \$92,960 | \$94,709 | \$96,502 | \$98,156 |
| 24 | \$93,960 | \$95,709 | \$97,502 | \$99,156 |
| 25 | \$94,960 | \$96,709 | \$98,502 | \$100,156 |
| 26 | \$96,060 | \$97,809 | \$99,602 | \$101,256 |
| 27 | \$97,160 | \$98,909 | \$100,702 | \$102,356 |
| 28 | \$98,260 | \$100,009 | \$101,802 | \$103,456 |
| 29 | | | | \$104,556 |

**Minimum Regular Compensation
Staff Development Nurse**

| <u>Years of Experience</u> | <u>Current</u> | <u>4/3/11</u> | <u>4/1/12</u> | <u>7/7/13</u> |
|--------------------------------|----------------|---------------|---------------|---------------|
| 0 | \$73,861 | \$75,707 | \$77,600 | \$79,346 |
| 1 | \$74,861 | \$76,707 | \$78,600 | \$80,346 |
| 2 | \$75,861 | \$77,707 | \$79,600 | \$81,346 |
| 3 | \$76,861 | \$78,707 | \$80,600 | \$82,346 |
| 4 | \$77,861 | \$79,707 | \$81,600 | \$83,346 |
| 5 | \$78,861 | \$80,707 | \$82,600 | \$84,346 |
| 6 | \$79,861 | \$81,707 | \$83,600 | \$85,346 |
| 7 | \$80,861 | \$82,707 | \$84,600 | \$86,346 |
| 8 | \$81,861 | \$83,707 | \$85,600 | \$87,346 |
| 9 | \$82,861 | \$84,707 | \$86,600 | \$88,346 |
| 10 | \$83,861 | \$85,707 | \$87,600 | \$89,346 |
| 11 | \$84,861 | \$86,707 | \$88,600 | \$90,346 |
| 12 | \$85,861 | \$87,707 | \$89,600 | \$91,346 |
| 13 | \$86,861 | \$88,707 | \$90,600 | \$92,346 |
| 14 | \$87,861 | \$89,707 | \$91,600 | \$93,346 |
| 15 | \$88,861 | \$90,707 | \$92,600 | \$94,346 |
| 16 | \$89,861 | \$91,707 | \$93,600 | \$95,346 |

| | | | | |
|----|-----------|-----------|-----------|-----------|
| 17 | \$90,861 | \$92,707 | \$94,600 | \$96,346 |
| 18 | \$91,861 | \$93,707 | \$95,600 | \$97,346 |
| 19 | \$92,861 | \$94,707 | \$96,600 | \$98,346 |
| 20 | \$93,861 | \$95,707 | \$97,600 | \$99,346 |
| 21 | \$94,861 | \$96,707 | \$98,600 | \$100,346 |
| 22 | \$95,861 | \$97,707 | \$99,600 | \$101,346 |
| 23 | \$96,861 | \$98,707 | \$100,600 | \$102,346 |
| 24 | \$97,861 | \$99,707 | \$101,600 | \$103,346 |
| 25 | \$98,861 | \$100,707 | \$102,600 | \$104,346 |
| 26 | \$99,961 | \$101,807 | \$103,700 | \$105,446 |
| 27 | \$101,061 | \$102,907 | \$104,800 | \$106,546 |
| 28 | \$102,161 | \$104,007 | \$105,900 | \$107,646 |
| 29 | | | | \$108,746 |

**Minimum Regular Compensation
CRNA**

| <u>Years of Experience</u> | <u>Current</u> | <u>4/3/11</u> | <u>4/1/12</u> | <u>7/7/13</u> |
|--------------------------------|----------------|---------------|---------------|---------------|
| 0 | \$94,818 | \$97,189 | \$99,618 | \$101,860 |
| 1 | \$95,818 | \$98,189 | \$100,618 | \$102,860 |
| 2 | \$96,818 | \$99,189 | \$101,618 | \$103,860 |
| 3 | \$97,818 | \$100,189 | \$102,618 | \$104,860 |
| 4 | \$98,818 | \$101,189 | \$103,618 | \$105,860 |
| 5 | \$99,818 | \$102,189 | \$104,618 | \$106,860 |
| 6 | \$100,818 | \$103,189 | \$105,618 | \$107,860 |
| 7 | \$101,818 | \$104,189 | \$106,618 | \$108,860 |
| 8 | \$102,818 | \$105,189 | \$107,618 | \$109,860 |
| 9 | \$103,818 | \$106,189 | \$108,618 | \$110,860 |
| 10 | \$104,818 | \$107,189 | \$109,618 | \$111,860 |
| 11 | \$105,818 | \$108,189 | \$110,618 | \$112,860 |
| 12 | \$106,818 | \$109,189 | \$111,618 | \$113,860 |
| 13 | \$107,818 | \$110,189 | \$112,618 | \$114,860 |
| 14 | \$108,818 | \$111,189 | \$113,618 | \$115,860 |
| 15 | \$109,818 | \$112,189 | \$114,618 | \$116,860 |
| 16 | \$110,818 | \$113,189 | \$115,618 | \$117,860 |
| 17 | \$111,818 | \$114,189 | \$116,618 | \$118,860 |
| 18 | \$112,818 | \$115,189 | \$117,618. | \$119,860 |
| 19 | \$113,818 | \$116,189 | \$118,618 | \$120,860 |
| 20 | \$114,818 | \$117,189 | \$119,618 | \$121,860 |
| 21 | \$115,818 | \$118,189 | \$120,618 | \$122,860 |
| 22 | \$116,818 | \$119,189 | \$121,618 | \$123,860 |
| 23 | \$117,818 | \$120,189 | \$122,618 | \$124,860 |
| 24 | \$118,818 | \$121,189 | \$123,618 | \$125,860 |
| 25 | \$119,818 | \$122,189 | \$124,618 | \$126,860 |
| 26 | \$120,918 | \$123,289 | \$125,718 | \$127,960 |
| 27 | \$122,018 | \$124,389 | \$126,818 | \$129,060 |

| | | | | |
|----|-----------|-----------|-----------|-----------|
| 28 | \$123,118 | \$125,489 | \$127,918 | \$130,160 |
| 29 | | | | \$131,260 |

C. Education and Certification

1. The Employer will pay additional compensation per year to Employees who hold any of the following degrees from an accredited educational institution in an area related to nursing but such amounts shall not be cumulative. The effective date of such differential shall be the date the Employer is notified in writing of receipt of appropriate degree by the Employee. Payment of the differential will not commence until verification is received.

| Effective | <u>Current</u> | <u>4/3/2011</u> |
|---------------|----------------|-----------------|
| Baccalaureate | \$1,650 | \$1,800 |
| Masters | \$1,850 | \$2,000 |
| Doctorate | \$2,300 | \$2,450 |

2. Employees who hold a national certification or State certification and provide such documentation in the field or area of specialization or a related area in which they are currently employed by the Hospital will be paid a differential at the rate of two thousand two hundred and fifty dollars (\$2,250) per year effective April 3, 2011.(The current rate is \$2,000 per year)

Employees who take and pass certification examinations will be reimbursed required fees. Employees must maintain certification and submit appropriate documentation in order to continue receiving the differential. The reimbursement of fees and differential payment shall be limited to one examination and one certification at any given time.

3. The Employer will provide a minimum of fifteen (15) hours per year of organized in-service education on work time with access for all Employees. These hours are in addition to mandatory in-service classes.

RNs working in the following specialty areas will have or be provided with departmental orientation and the identified training components before being counted in the staffing numbers.

- o ICU/CCU: Critical Care Core, ACLS and Basic EKG skills
- o PACU: Critical Care Core, ACLS, PALS, Basic EKG skills and any training as identified in the ASPAN guidelines
- o ASU: Critical Care Core, ACLS, PALS, Basic EKG skills and any training as identified in the ASPAN guidelines
- o ED: ED Core, ACLS, PALS and Basic EKG skills

Float RNs may be assigned to specialty areas upon the completion of Nursing orientation, ACLS and Basic EKG. Float RNs will be provided with the Critical Care Core and PALS upon request.

4. If the Hospital requires a Registered Nurse to participate in an educational program or to take continuing education units the Employer will provide the program/CEU's on an in-service basis at no cost to the Registered Nurse or will permit paid time off and reimbursement of fees if taken elsewhere.

D. Shifts

1. Full-time and part-time Employees working on regularly scheduled shifts whose straight time hours end after seven (7:00) p.m. or begin prior to six (6:00) a.m. shall receive a shift differential as follows:

| | |
|---------------|---------|
| Evenings..... | \$5,500 |
| Nights..... | \$6,300 |

2. All Registered Nurses who have been continuously employed as a Registered Nurse at the south site in a bargaining unit title for five years or more shall not be required to accept rotating shift assignments.

Registered Nurses who are exempt from rotating shift assignments pursuant to this paragraph, but who volunteer to accept such assignments, shall receive a supplemental payment of fifty dollars (\$50) per standard shift worked (pro-rated for longer or shorter shifts) in addition to the applicable shift differential.

Registered Nurses who apply for a lateral position within their current shift and who have five years or more of seniority shall not be required to rotate shifts. However, a Registered Nurse who has been assigned to an evening or night shift for five consecutive years or more and who is then assigned to the day shift pursuant to this Agreement, shall be required to accept rotation assignments for a period of one year following the effective date of the regular day shift assignment, and shall receive the applicable shift differential. The one year time period will begin from the time of transfer to the new shift.

3. Registered Nurses who have not been continuously employed as a Registered Nurse at the south site in a bargaining unit title for five years or more may be required to accept rotating shift assignments until such time as they are exempt from such requirement in accordance with the provisions of paragraph 2 above.

Registered Nurses who are required to accept rotating shift assignments pursuant to this paragraph 3 shall not be assigned more than forty (40) such assignments during any twelve (12) month period unless agreed to by mutual consent. A Registered Nurse covered by this paragraph 3 shall receive the applicable shift differential for each rotating shift assignment. Registered Nurses covered by this paragraph 3 shall receive a supplemental payment of fifty dollars (\$50) per standard shift worked (pro-rated for longer or shorter shifts) in addition to the applicable shift differential for each rotation shift volunteered beyond forty in any twelve month period.

4. If the Employer is unable to properly staff any unit due to a lack of rotatable Registered Nurses, the Union will develop, in consultation with the Registered Nurses in the unit, a plan to provide rotation in the unit and such plan shall be implemented by the Hospital provided that it is reasonable and promptly submitted. Registered Nurses who rotate in accordance with such plan will be compensated in the same way as Registered Nurses who rotate pursuant to paragraph 2 or 3 above.

5. Supplemental payments made pursuant to this Section D shall not be considered part of a Registered Nurse's base rate of pay and shall not be

considered in computing premium pay benefit entitlement or any other emolument provided for in this Agreement.

6. Registered Nurses who voluntarily work additional shifts beyond their regular assignment shall be paid seventy-five dollars (\$75) for each standard shift worked (pro-rated for longer or shorter shifts of at least four hours) in addition to any other contractual pay to which they are entitled, except that Registered Nurses entitled to premium overtime pay shall not receive payment hereunder for the same work.

E. On-Call

1. Registered Nurses who work in the operating room or the recovery room and are required by the Employer to be on-call off Hospital premises, shall receive during such time, a rate of pay equal to three-fourths (3/4ths) of their regular compensation rate. A Registered Nurse on-call who is called to work at other than normal work hours, shall receive time and one-half (1 1/2) for all such hours worked outside of the normal workday, with a guaranteed minimum of pay for four (4) hours work. There shall be no pyramiding of pay under this provision.

2. Assignments to be on-call off Hospital premises shall be distributed on a rotating basis in order of seniority, starting with the most senior Registered Nurse on the unit.

F. Uniform

1. Registered Nurses are required to wear a uniform in accordance with the policy of the Nursing Department and the Hospital.

2. The Employer shall provide, launder and maintain any uniforms which it requires the Employees to wear.

G. Charge Pay

Registered Nurses who are designated "in-charge" shall receive three dollars and seventy five cents (\$3.75) per hour per shift as charge pay effective April 3, 2011. (The current rate is \$3.50 per hour per shift.) The assigned charge RN may decline that responsibility provided another RN on duty volunteers to be in charge.

H. Night Shift Pay

Night shift nurses shall receive their paychecks on Wednesday night (night before payday) except because of data processing failure.

I. Preceptor Pay

Registered Nurses who are assigned as preceptors shall receive additional compensation in the amount of three dollars (\$3.00) per hour per shift.

Article 9 Hours

A. Work Week and Work Day

1. The standard work week for all Registered Nurses shall consist of thirty-seven and one-half (37.5) hours per week. The standard work day shall consist of seven and one-half (7.5) hours of worktime, which includes two fifteen (15) minute paid breaks. There shall be a one hour meal period which will be unpaid and not considered as time worked.

2. The official work week shall commence on Sunday and end on Saturday. The first shift shall be the shift whose majority of hours falls within a given day.

3. At the request of the Employee and consent of the Hospital, an optional or alternate work week consisting of mutually agreed to hours and shifts per pay period may be established.

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

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

B. Weekends

Registered Nurses who work in units that are open both Saturday and Sunday shall not be required to work more than twenty-four (24) weekends or forty-eight (48) weekend days per calendar year, whichever the Registered Nurse prefers. The Employer shall make all reasonable efforts to limit the number of weekend days worked by Registered Nurses who work in units open only one (1) day per weekend to twenty-four (24), but not to exceed thirty (30) weekend days per calendar year. If all Registered Nurses in a unit open only one (1) day per weekend have worked thirty (30) weekend days in a calendar year, weekend work for the duration of that calendar year shall then be assigned on a rotating basis in reverse order of seniority. The preceding three sentences shall not apply to the Stapleton Clinic, or those Registered Nurses who were hired to work solely on weekends, or those Registered Nurses who voluntarily work more than the number of weekends or weekend days specified above.

Should staffing permit, additional weekend days off will be offered on an equitable rotating basis beginning with the most senior Registered Nurse.

C. Alternative Work Schedule 1

Full-time and regular Part-time Registered Nurses working at the Hospital, with the consent of the Employer, will have the option of working the following alternative work week. The terms and conditions of such scheduling for Full-time and Part-time Registered Nurses shall be:

1. The normal work day will consist of eleven and one-half (11.5) hours working time.

2. During each shift there shall be one fifteen (15) minute and one thirty (30) minute rest period on paid time. There shall be a one hour meal period which will be unpaid and not considered as time worked.

3. An example of the shifts shall be: 7:00 a.m. to 7:30 p.m. and 7:00 p.m. to 7:30 a.m. or 6:30 a.m. to 7:00 p.m. and 11:00 a.m. to 11:30 p.m. or any combination of 11.5 hours working time.

4. The prevailing shift differential will be paid for the respective hours of work on the 7:00 p.m. to 7:30 a.m. shift and from 3:00 p.m. to 11:30 p.m. In addition, the night differential will be paid for all hours worked on the shift scheduled between 7:00 p.m. and 7:30 a.m., and the evening shift differential shall be paid for all hours worked after 3:30 p.m. on a shift scheduled to end after 7:00 p.m.

5. For each four (4) week period the alternative work schedule for Full-time staff shall consist of three 11.5 hour shifts per week for three weeks and four 11.5

hour shifts for one week.

6. Regular Part-time Registered Nurses shall be eligible for alternative work schedules appropriate to their part-time status.

7. Regularly scheduled participants will be paid on a salary basis which shall not be subject to reduction for absences of less than one full day or for jury duty, judicial witness duty or temporary military leave. Deductions from salary for absences due to illness of one full day or more will be made after a Registered Nurse has exhausted her/his accruals of paid sick leave or if the Registered Nurse is absent for one or more full days for personal reasons. Notwithstanding this provision, the Hospital retains the right to discipline a Registered Nurse for unexcused absences of less than one full day.

8. Full-time participants will be paid a biweekly salary which is equivalent to seventy-five hours of pay at the Registered Nurse's regular compensation rate. This amount shall not be subject to reduction yet may be increased for overtime work performed in accordance with paragraphs 9 and 10 below. Regular part-time participants will receive a pro-rata benefit.

9. Overtime, in addition to salary, will be paid at a rate of one and one-half times regular compensation rate for work in excess of 11.5 hours in a day or 34.5 hours in a week in which three alternative shifts are scheduled, and for work in excess of 11.5 hours in a day or 46 hours in a week that four shifts are scheduled.

10. Participation in this program will be on a voluntary basis. Alternative scheduling will consider the budgeted positions of any unit and meet the appropriate staffing requirements as determined by the Hospital's designee. Seven and one-half hour shifts will continue to be made available to Employees desiring to work in any area participating in 11.5 hour shifts.

11. If an Employee who participates in this program requests to return to his/her previous shift within three (3) months, the Employee may do so as soon as replacement coverage can be arranged.

12. All pay for time not worked as referred to in this Agreement as days or weeks will be converted to the equivalent hours where a day is equal to seven and one-half (7½) hours.

D. Alternative Work Schedule 2

Full-time and regular Part-time Registered Nurses working at the Hospital, with the consent of the Employer, will have the option of working the following alternative work week. The terms and conditions of such scheduling for Full-time and Part-time Registered Nurses shall be:

1. The normal work day will consist of nine (9) or nine and one-half (9½) hours working time.

2. During each shift there shall be one (1) fifteen (15) minute and one (1) twenty (20) minute rest period on paid time. There shall be a one (1) hour meal period which shall be unpaid and not considered as time worked.

3. An example of the shifts shall be: 7:00 a.m. to 5:00 p.m. and 8:00 a.m. to 6:00 p.m. or 7:00 a.m. to 5:30 p.m. and 8:00 a.m. to 6:30 p.m., or any combination of three (3) shifts of nine and one-half (9½) hours and one (1) shift of nine (9) hours during any work week.

4. The Employee's normal workweek will be thirty-seven and one-half (37½)

hours in four (4) work days. The shifts shall be any combination of three (3) shifts of nine and one-half (9½) hours and one (1) shift of nine (9) hours during any work week.

5. Regular Part-time Registered Nurses shall be eligible for alternative work schedules appropriate to their part-time status.

6. Participation in this program will be on a voluntary basis. Alternative scheduling will consider the budgeted positions of any unit and meet the appropriate staffing requirements as determined by the Hospital's designee. Seven and one-half hour shifts will continue to be made available to Employees desiring to work in any area participating in a four (4) day work week.

7. If an Employee who participates in this program requests to return to his/her previous shift within three (3) months, the Employee may do so as soon as replacement coverage can be arranged.

8. All pay for time not worked as referred to in this Agreement as days or weeks will be converted to the equivalent hours where a day is equal to seven and one-half (7½) hours and a week is equal to thirty-seven and one-half (37½) hours.

Article 10

Overtime and Compensatory Time

A. Overtime

1. Overtime in addition to Employees' salary will be paid at the rate of one and one-half (1½) times a Registered Nurse's regular pay for any authorized time worked in excess of her/his regularly scheduled hours in a day or in excess of thirty-seven and one-half (37½) hours in a week, except for Registered Nurses working under Alternative Work Schedule 1 (as described in Article 9(C)(9) above).

2. Paid absences will be considered as time worked for purposes of computing overtime, except such absences described in Article 13(K) or specifically excluded from the overtime calculation as provided herein.

3. Employees shall not be required to work overtime except as provided in Section D below. However, the present practice of first seeking voluntary assignment of overtime shall continue for the term of the Agreement.

4. There shall be no pyramiding of overtime.

5. The Hospital will not require overtime resulting in more than sixteen (16) consecutive hours of work.

B. Compensatory Time

1. Employees, at the discretion of the Employer, may be allowed to accrue compensatory time in payment for overtime worked. This accrual shall be at the same rate as that defined in Section A1 above. Use of compensatory time must be scheduled in accordance with Department policy.

2. Registered Nurses shall be permitted to request compensatory time off on a daily basis subject to patient needs.

C. Voluntary Overtime Assignment

Voluntary overtime shall be distributed on an equitable basis, provided, however, that management may make cost the paramount consideration in making the assignment (i.e. standard vs. premium overtime). First consideration shall be

given to Registered Nurses in the unit, if cost considerations permit. If cost considerations preclude the selection of a unit Registered Nurse, or if none of the unit Registered Nurses are available, selection shall be made from among qualified Registered Nurses outside the unit taking cost and seniority into consideration.

D. Mandatory Overtime

Management has the responsibility to adequately staff patient care units and is adamantly opposed to the use of mandatory overtime as a means of achieving this goal. Mandatory overtime will only be invoked in unanticipated circumstances in which it is required as a last resort to ensure patient safety. Unanticipated circumstances will be limited to disasters, extreme weather events or two or more unscheduled absences (sick calls, no calls/no shows or emergency absences in which the Employee notifies the Employer less than 24 hours before the scheduled shift) on the same day, shift and unit. Unanticipated circumstances shall not include scheduled absences or posted schedules with inadequate coverage or unscheduled absences other than the above or coverage required because a Registered Nurse has been floated outside his/her unit.

In the event that mandatory overtime is necessary it will be assigned in accordance with the following procedure. All reasonable attempts will be made to obtain qualified volunteers from inside or outside the unit. If management cannot obtain a qualified volunteer it will assign mandatory overtime starting with the least senior qualified Registered Nurse on the shift, if equitable. However, if management does not receive at least two (2) hours advance notice of absence from a Registered Nurse, it may limit any assignment of mandatory overtime to the Registered Nurses working on the affected unit. In order to measure equitable distribution of mandatory overtime, a record will be kept of mandated assignments on a calendar year basis.

A Registered Nurse assigned MOT for three hours or more will be paid double time his/her regular compensation rate for the entire mandated shift/assignment and double time and one-half to any RN mandated more than once in a calendar month. If the RN works less than three-hours, she/he will be paid at time and one-half. No RN will be required to work more than one MOT shift per pay period.

Every RN shall have the right to postpone the assignment of overtime four (4) times per calendar year. No more than half of the Employees on duty qualified to undertake the assignment may postpone/refuse a mandatory overtime assignment.

At the monthly LMC, all MOT hours worked during the month will be reviewed.

After each 250 hours of MOT in a calendar quarter, one RN FTE will be added to nursing staffing.

Article 11

Holidays and Personal Days

A. Entitlement

1. Employees shall be entitled to the following paid holidays and personal

days within each year:

a. Holidays:

| | |
|-------------------|---------------------------|
| New Year's Day | January 1st |
| President's Day | Day Observed |
| Memorial Day | Day Observed |
| Independence Day | July 4th |
| Labor Day | Day Observed |
| Thanksgiving Day | Day Observed |
| Christmas Eve Day | December 24th |
| Christmas Day | December 25 th |

b. Four (4) Personal Days

2. Recognizing that the Employer operates every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis within a unit with consideration for Registered Nurse preferences.

3. If an Employee is absent the scheduled work day before and/or the scheduled work day after a holiday or day in lieu thereof, the Employee shall not be paid for such holiday.

4. An Employee who does not work on a holiday which she/he is scheduled to work will forfeit the holiday unless excused.

B. Holidays: Compensation

1. In the event an Employee is required to work on any of the holidays named in Section A1a above, she/he shall be paid at the rate of time and one-half her/his regular pay for all hours worked on the holiday. In addition, a Full-time Employee will accrue seven and one-half (7½) hours off with regular pay. Full-time Employees may schedule this time off within thirty (30) days of the holiday or receive seven and one-half (7½) hours' regular pay in lieu thereof, as determined by the Employer. Regular Part-time Employees will receive this time off, or payment in lieu thereof, on a pro-rata basis. For the purpose of determining pay for these holidays, Employees who work on a shift where the majority of its hours fall on the holiday, shall receive pay in accordance with this paragraph.

2. If a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday.

3. If a holiday falls during an Employee's vacation, at the option of the Employer the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.

C. Personal Days

1. Employees shall be entitled to the number of "Personal Days" with pay as specified in section A1b above. Personal Days shall be scheduled in advance and

with the approval of the Employer. Once scheduled, Personal Days shall not be canceled except in emergency. Personal Days shall not be designated by the Employer. The Employer shall retain the same rights to require work on the Personal Days scheduled as on other paid holidays. Personal Days shall be earned on a quarterly basis.

2. Personal Days may be used for unanticipated personal circumstances, called emergency leave days, requiring an absence from a scheduled work shift. Two (2) days of emergency leave (out of the four (4) Personal Days available) shall be subject to the following: An explanation of the reason for the unscheduled Personal Day shall be stated upon making the request which shall be made according to time limits specified in the sick leave provision (Article 13A2).

Article 12 Vacations

A. Accrual

1. Registered Nurses shall be entitled to earn four (4) weeks vacation with pay each year.

2. All Registered Nurses who complete five (5) continuous years of service shall receive five (5) weeks vacation. Effective April 1, 2008, Registered Nurses who complete thirty (30) years of service shall receive twenty-eight (28) days vacation.

3. Registered Nurses will accrue 1/12th of their annual vacation entitlement each month.

4. Each Employee's anniversary date shall be used for calculation of earned vacation time.

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

6. The maximum vacation accrual an Employee may carry shall be one times his/her annual entitlement.

7. Where the Employee has requested vacation time other than at prime time, and peak seasonal holiday periods, and has made reasonable efforts to schedule the time, but has been unable to do so because of circumstances beyond the control of the Registered Nurse, such as the Employer's denial, or illness of the Employee, the Hospital will purchase all vacation time in excess of the allowable maximum. The request for this purchase must be initiated by the Employee.

8. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with more than one (1) and up to and including but not exceeding five (5) years of service. For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences her/his vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) week period shall not be deemed nor considered as time worked in computing vacation pay, and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had she/he worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, her/his vacation pay shall be pro-rated on a percentage basis, i.e. the period of time actually worked as that period relates to the period of vacation pay due her/him.

B. Vacation Pay

1. Vacation pay shall be based upon the Employee's regular pay plus shift differential if the Registered Nurse has worked more than six (6) preceding months on the shift which includes differential pay.

2. An Employee shall be paid her/his vacation pay before starting vacation, provided such vacation pay is requested at least four (4) weeks in advance.

3. At the request of the Employee and with consent of the Employer, subject to cash flow constraints, pay in lieu of time off with pay at the regular compensation rate may be granted for up to fifteen (15) days accrued vacation each calendar year. The implementation of this provision shall not be arbitrary, discriminatory or capricious.

4. An Employee who has appropriately resigned in accordance with this Agreement and who has not received her/his vacation from work with pay to which she/he is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with this Article.

C. Vacation Scheduling

1. A Registered Nurse will, subject to the Employer's operating requirements as determined by the manager, have her/his 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 Hospital, including staffing needs.

2. The "Prime Time" summer vacation period shall be June 1 through September 15. Requests must be submitted ninety (90) days prior to the first day of the prime vacation period. A vacation calendar will be posted on each unit no later than April 15th. Once established, vacations scheduled for this period shall remain in effect.

The Employer will use its best efforts to ensure that each Employee receives two (2) weeks during the prime vacation period, regardless of seniority. In those instances where additional weeks are available during this period, seniority will be determinative in allocating these weeks.

3. All other vacation requests must be submitted thirty (30) days prior to the commencement of an established work schedule. Once established, vacation(s) scheduled shall remain in effect.

4. The Employer may modify vacation schedules if operational issues permit or necessitate.

5. A Registered Nurse cannot take more than four (4) consecutive weeks vacation without the prior approval of the Department Head.

Article 13 Leaves

A. Sick Leave

1. After thirty (30) days of employment, regular full-time Registered Nurses shall be entitled to earn sick leave at the rate of one (1) day for each month of employment up to a maximum of twelve (12) days per year. Sick pay shall be paid only after a Registered Nurse has been employed for a period of six (6) months. 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 (or 450 hours) of sick leave including the days earned or to be earned in the current sick leave year. A regular part-time Registered Nurse shall accrue a pro-rata benefit under this Section. A Registered Nurse may use two (2) days of accumulated sick time for illness of a member of their household. An explanation of the reason for the unscheduled day(s) will be stated upon making the request which shall be made according to time limits specified in the sick leave provision (Art 13A2).

2. A Registered Nurse will be paid for sick leave at the Registered Nurse's regular compensation rate for the Registered Nurse's regularly scheduled work day. 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 two (2) hours before the start of all shifts beginning on or before 7:00 a.m. and at least three (3) hours before all shifts beginning after 7:00 a.m. 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.

3. 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 worker's compensation or Employer-provided disability insurance benefits. However, a Registered Nurse may elect to use accrued sick leave prior to going on disability status. The Hospital will publish its policy with regard to requiring proof of illness and will apply its policy in a non-discriminatory fashion.

4. If a Registered Nurse resigns or is dismissed or laid off and has exceeded her/his 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.

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

B. 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, significant other, child, brother, sister, grandchild, grandparent, mother-in-law or father-in-law. These days must be taken consecutively within a reasonable period of time of the day of death or the day of the funeral and may not be split or postponed. 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.

The term "significant other" as used in this section refers to an individual who meets the standards set forth in Mayoral Executive Order 48 of 1993 (the "Domestic Partnership Registration Program") i.e.: Domestic Partners are two people, both of whom are eighteen years of age or older, neither of whom is married or related by blood in a manner that would bar marriage in New York State, who have a close and committed personal relationship, who live together and have been living together on a continuous basis, and who have registered as domestic partners or executed an equivalent affidavit if ineligible to register and have not terminated the domestic partnership.

C. 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.

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

E. Jury Duty

1. A regular Registered Nurse, after thirty (30) days' 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 Department Head. A regular part-time Registered Nurse will receive a pro-rata benefit under this section.

2. 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 the Employer of such release. A Registered Nurse will use legal exemption when requested to do so by the Employer.

F. Witness Pay

A Registered Nurse subpoenaed as a witness in court as a result of her/his performance of duties as a Registered Nurse of the Hospital will be paid for time lost from work as a result of such subpoena.

G. Paid Leaves: Eligibility

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 where illness of a 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 as to when she/he can return.

H. Procedures

1. On application as required by Section H2, a regular full time and regular part-time Registered Nurse with one (1) year or more continuous employment, will be eligible for a leave of absence as follows:

(a) Up to three (3) months for personal illness, with an extension of an additional three (3) months;

(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 twenty-four (24) months for assumption of a Union position, provided that reasonable extension of such leaves of absence shall not be unreasonably denied.

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 without loss of previously accrued seniority. 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 without loss of previously accrued seniority.

2. A Registered Nurse desiring a leave of absence under Section H1, will apply for it on the appropriate form to the Director of Nursing 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 Department Head will notify the Registered Nurse of her/his 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 no 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.

3. A Registered Nurse will be terminated for obtaining a leave of absence by false pretense, or for failing to return from a leave 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 as to when she/he can return.

I. 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.

J. Duration

All leaves or combination of leaves whether paid or unpaid, with the exception of that defined in Section H1(d), shall not exceed twelve (12) months in total duration.

K. Exposure to Communicable Disease

Should a Registered Nurse be required by the Hospital's Employee Health Service to be absent from work due to exposure to a communicable disease but does not develop an active case of said disease, the Hospital shall pay to the Registered Nurse a compensation amount equivalent to the maximum statutory New York State Worker's Compensation rate in effect during the period of the absence.

Said amounts shall be payable only if the Registered Nurse has complied with all Hospital health care regulations concerning immunization and other relevant procedures.

The Registered Nurse shall be entitled to supplement these payments with accrued paid leave for amounts not to exceed his/her normal weekly pay rate.

Article 14

Health and Safety

A. Health and Welfare Benefits

1. The Health Care Chapter United Federation of Teachers Benefit Fund (“Fund”) shall continue to be offered to Employees for the term of this Agreement. This plan includes medical, dental and life insurance coverage. COBRA and HIPAA are administered through the Fund for enrolled Employees.

2. New Employees are eligible for Fund coverage the first day of the month following three months of employment.

3. Employees may opt into or out of the Fund once a year during the month of open enrollment or upon hire for new nurses. Employees who opt out of the Fund will receive the following annual dollars in a bi-weekly allowance:

| | Full time | Part time |
|-------------|------------|-----------|
| Single | \$1,113.32 | \$597.74 |
| Employee +1 | \$1,421.68 | \$769.08 |
| Family | \$1,655.68 | \$899.08 |

4. Contributions to the Fund are made by the Employer monthly for each enrolled Employee based on the applicable annualized contribution rate. The Employer does not contribute to the Fund on behalf of Employees who opt out of the Fund or who fail to enroll.

5. The Employer’s composite contribution rate per full time employee effective January 1, 2011 is \$13,729.08 per year, and shall be paid to the Fund based on the actuarially equivalent single, Employee plus one and family rates. This contribution rate shall be adjusted each January 1st during the term of this agreement by the amount necessary to cover the actuarial cost of Fund benefits but shall not exceed the following amounts:

| | |
|----------------------|----------|
| January 1, 2012..... | \$15,102 |
| January 1, 2013..... | \$16,612 |

The Employer pays the full contribution rate for full-time Employees enrolled in the Fund, and a pro-rata share of the contribution rate for part-time enrolled Employees.

The Fund will make its best efforts to identify and implement cost savings initiatives during the term of this Agreement.

6. Part-time Employees who are scheduled to work at least 37.5 hours per pay period are eligible for Fund coverage provided they contribute by payroll deduction, on a pre-tax basis, the difference between the Employer’s pro-rated share of the applicable contribution rate and the full contribution rate applicable to the coverage elected by them (i.e., single, Employee +1, or family). An Employee’s share of the rate is based on the difference between his or her assigned hours and the hours of a full-time Employee. For example, an Employee scheduled to work 52.5 hours per pay period (0.7 Employee) will pay thirty (30) percent of the rate and the Employer will pay seventy (70) percent of the rate.

7. The Employer will continue its present policy regarding annual health assessments through the Employee Health Service, including the provisions that such assessments are at no cost to the Registered Nurse. Any recommended follow-up is at the Employee’s expense. The Hospital will make good faith efforts to accommodate the needs of the RNs. Nevertheless, if a Registered Nurse

is scheduled to work the evening (3pm to 11pm) or night shift (11pm to 7am) he/she shall be paid her/his regular straight time rate for the time spent being fit tested before or after her/his scheduled shift.

8. The parties have agreed to expand Employee Health Services offered at the South Site. The Hospital will post the hours of operation for EHS at the South Site.

9. The Employer will continue to negotiate discounts at local health and fitness centers, restaurants, etc. for the benefit of bargaining unit members.

10. Retiree Health Benefits. Registered Nurses having 20 or more years experience with the Hospital who opt to retire at age 60 or above during the term of this Agreement shall receive a reimbursement of \$4000 per year or a pro-rata amount each year until eligible for Medicare. This payment shall be used exclusively to reimburse the retiree for the cost of individual health coverage and /or out of pocket health care expenses. An account shall be established for each eligible Employee and any unused amounts shall be retained by the Hospital. The Union and the Employer agree to explore, with the Benefit Fund, the possibility of providing benefits for eligible retirees who cease employment before becoming eligible for Medicare.

An Employee who is eligible for Medicare shall also be eligible for the Hospital's courtesy discount on charges for services rendered at the Hospital if s/he a) has 20 or more years of service at the Hospital; and b) is receiving Medicare (Parts A and B). The discount under this provision shall be in accordance with the Hospital's policy at the time the service is provided.

11. Employees of the Employer participating in the Fund, may elect coverage under this paragraph for their significant other or domestic partner, as defined in Article 13B, *Leaves*. The election form shall be provided by the Fund.

B. Safety

1a. The Employer is committed to take all steps reasonably necessary to assure Employee health and safety through the observation of all applicable health and safety laws and the adequate staffing of patient care units throughout the Hospital.

1b. The parties agree to work jointly in the development of a comprehensive lifting program including an assessment of existing equipment, evaluation of additional equipment and an educational program for the staff.

2. When deemed appropriate by the charge RN assigned to a particular nursing unit, that a dangerous condition or emergency exists on the unit, jeopardizing the safety and security of the patients, visitors, or staff members, a security officer specially trained in handling psychiatric emergencies will respond to the unit. He/she will remain assigned to the unit until the safety of all persons on the unit can be assured and the danger (situation) no longer poses a threat.

The Assistant Director of Patient Care Services and the Security Sergeant will consult with the charge RN to make a determination as to what actions need to be taken to reestablish a safe environment.

3. The Hospital will make its best efforts to provide adequate and safe Employee parking. The Security Department will arrange to have the Hospital

front parking lot accessible for Registered Nurses with I.D./Access Control Cards who are scheduled to work the evening shift.

4. An RN Union representative will participate as a member of the Hospital's Workplace Violence Committee.

Article 15

Retirement and Savings Plan

The Hospital will maintain its defined contribution Retirement and Savings Plan for Registered Nurses covered by this Agreement. The Hospital's 403(b) plan will allow Employees to make the maximum voluntary contribution as determined each year by the IRS.

The Employer's annual contribution to the Retirement and Savings Plan, on behalf of each full-time and part-time Registered Nurse who is scheduled to work at least half-staff, during the term of the Agreement shall be at the rate of seven percent of the Registered Nurse's combined base pay and, experience differential. Effective June 29, 2008 the following pay components shall be included for contribution purposes: education differential, certification differential and voluntary overtime. Contributions shall be made monthly, based on the Employee's employment in the previous month for which payment is made.

Article 16

Education

A. Tuition Reimbursement

1. Full-time regular Registered Nurses shall be eligible for 100% tuition reimbursement for up to sixteen (16) credits per year of job-related academic work approved by Human Resources.

2. Part-time regular Registered Nurses who work at least half-staff shall be eligible for 100% tuition reimbursement for up to ten (10) credits per year of job-related academic work approved by Human Resources.

3. Registered Nurses who work at least half-staff and who newly matriculate in a Master's degree program shall be eligible for 75% tuition reimbursement for up to sixteen (16) credits per year for full-time or ten (10) credits per year for part-time Employees for approved courses in the Master's degree program.

4. To be eligible for benefits under this Article a Registered Nurse must have been in the continuous employ of the Hospital for at least one (1) year.

5. All courses must be approved prior to registration and be taken at accredited institutions.

6. Reimbursement shall only be paid for courses that receive grades of "C" or better and after appropriate documentation to this effect has been submitted.

B. Continuing Education

A reasonable amount of time and funding will be available for participation in continuing education programs relevant to the RN's position. The RN will complete the Conference Request Form and submit it to his/her manager. Program attendance will be approved by the department/unit manager as staffing and financial resources allow.

If an RN's educational request is denied the decision can be brought for review to the Chief Nurse Executive, or her designee to ensure equitable treatment.

C. Preceptor Classes

The Employer will provide preceptor classes during work time.

D. Crisis Prevention Intervention Training

The Employer will provide basic and advanced crisis prevention training for Registered Nurses assigned to applicable units at no cost to the Registered Nurse.

E. Clinical Resources

A clinical resource person will be available on-site to respond to staff questions and concerns about patient care 24 hours/day, 7 days/week.

F. Mandatory Online Education

Mandatory online education courses completed by Registered Nurses during off hours and/or offsite will be paid at their regular straight time rate for the actual time, not to exceed the average time, it takes the Registered Nurses to complete the courses. The average time required to complete a mandatory online education course shall be determined by Staff Development.

**Article 17
Staffing**

1. The Hospital's goal is to achieve the agreed upon Registered Nurse Staffing Patterns no later than the effective dates indicated and will continue its good faith recruitment and retention efforts in this regard. The parties recognize that there may be times when the staffing levels of the Pattern are not sufficient due to unusual levels of acuity or unit activity and staffing increases may be necessary. The parties also recognize that there may be occasions when the Pattern levels are not met due to unanticipated circumstances beyond the Hospital's control as defined in Article 10D or the existence of two or more vacancies on the same shift and unit for which active and expedient recruitment can be demonstrated. The Staffing Patterns were developed in consideration of the presence and continuation of appropriate support personnel.

Registered Nurse Staffing Patterns

| Unit | Bed Capacity | Days | Evening | Nights |
|--------------------|---------------------|----------------------------|----------------------------|----------------------------|
| 2N | 21 | 3 | 3 | 3 (8/1/2011) |
| 2S | 14 | 2 | 2 | 2 |
| 4N/4S ¹ | 73 | >63-----10 57 → 63----9 | >63-----10 57 → 63----9 | >63-----10 57 → 63----9 |

¹ In the event the Employer increases the number of beds in 4N/4S beyond the present level of 73, the staffing shall be such that, if there are more than 73 patients, no nurse shall be responsible for more than the number of patients they are currently responsible for.

² An additional RN will be assigned (between 11 am & 11:30 pm) as charge on days when the NCC is not scheduled to be on duty. The NCC is not included in the staffing numbers.

| | | 50 → 56----8 <50-----7 | 50 → 56----8 <50-----7 | 50 → 56----8 <50-----7 |
|------------------------------|--|---|--|---------------------------------------|
| ICU/CCU | 8/8 | 6 | 6 | 6 |
| CDU III | 33 | 2** | 2** | 2** |
| | | **3 if census is 23 or greater effective (8/1/11) | **3 if the census is 23 or greater effective (8/1/11) | **3 if the census is 26 or greater |
| ARU | 24 | 1 | * | * |
| ED | 31,524 visits | 5 @ 7am 7 @ 11am | 7 ² | 5 (after 3am: 4-5) |
| OR | 1 RN per room | | | |
| PACU | ASPAN Guidelines | | | |
| ASU | ASPAN Guidelines | | | |
| Pre & Post Op Endo | 1:4 | | | |
| Out Patient Clinics | | | | |
| Methadone/KEEP | M-F:5 (effective 7/1/2011) Sat: 3 | | | |
| Stapleton | M-F: 2-3 Sat: 2 | | | |
| HIV Primary Care | M-F: 1-2 | | | |
| Out Patient Mental Health | 1 | | | |
| Float Team | 28.3 FTEs Of varying shifts and status | | | |

* LPNs

2. The Employer will make a good faith effort to maintain a float team adequate in size and training to cover the house.

2a. No float team member shall be assigned to more than 2 units in any shift except in cases of no call/no show, when an RN leaves ill during the shift and/or in circumstances when there is a major change in acuity or census in a patient care area.

2b. Float team members may be assigned, based on Hospital staffing needs, to a medical/surgical unit or to a specialty unit for which they have received an orientation.

Employees assigned to the float team shall receive an additional \$2.50/hour above their regular compensation rate. Float team positions may be full-time, part-time and scheduled per diem positions of varying shifts. Self-scheduling

shall be permitted within scheduling guidelines (i.e., adequate number of employees are scheduled everyday).

Members of the float team shall not be subject to rotation under Article 8D2 herein.

Members of the float team shall work no more than one and one-half weekends in a four-week period. For purposes of Article 11 A 2, *Holidays and Personal Days*, and Article 12 C, *Vacation Scheduling*, the float team shall be considered a unit.

3a. The Hospital agrees to make its best efforts except in extraordinary circumstances to ensure that all Registered Nurses will be the last nurses to be floated out of their area/unit/floor if per diem staff are working in that particular area and have the appropriate qualification to be utilized as the "float" nurse.

3b. If it becomes necessary for a Registered Nurse to be floated, the Employer will first solicit volunteers and assign them based on their seniority. If there are no volunteers, the Employer will assign Registered Nurses with less than twenty-five (25) years of seniority on an equitable basis within a job classification within a clinical division. Should there not be a Registered Nurse on duty with less than twenty-five (25) years of seniority, the Employer will assign the least senior Registered Nurse within a job classification within a clinical division as necessary. The clinical divisions will be defined as:

Behavioral Science – CDU, ARU, 2N/2S

Outpatient Services: Methadone, HIV and Outpatient Psych

Medical Surgical Division – 4N/4S

Specialty Units – ICU, CCU, ED, PACU, ASU

Radiology

OR

Staff Development

3c. During the first 12 months following the transfer of an RN from the float team or from one clinical division to another, the transferred RN shall be able to be floated to his/her prior clinical division or float team as applicable no more than 5 times.

4a. When a telemetry bed in the ICU/CCU is converted to a critical care bed, the Hospital will provide a 2:1 RN ratio for the critical patients commencing with the first full shift following the conversion.

4b. The RN Staffing Pattern applicable to a patient admitted and being held in the ED shall be consistent with the Pattern for the unit to which the patient has been assigned.

Article 18

Employee Evaluations and Personnel Files

1. A Registered Nurse shall have the opportunity to enter written comments on her/his annual performance evaluation. Upon request, the Employee shall be given a copy of the annual evaluation.

2. Registered Nurses shall have access to their personnel files. Within a reasonable time after a written request is received, a Registered Nurse will be allowed to review the contents of the Personnel Department's record of her/his

employment in the presence of a personnel department staff member. The only material that will be withheld from the Registered Nurse's review is employment references given to the Employer as privileged and confidential. The Registered Nurse may make comments on the contents of the file on a separate piece of paper and these comments shall become a permanent part of that file.

Article 19

Job Descriptions and Job Security

A. Job Descriptions

1. The parties recognize that Registered Nurses are highly educated professionals whose chief responsibility is patient care. The Registered Nurse shall therefore, not be directed during the term of this Agreement to perform non-nursing functions such as the following:

a. Registered Nurses will not do patient transporting, except in extraordinary circumstances.

b. Registered Nurses will not be required to deliver or take away food trays, except in extraordinary circumstances. This exception from food tray service shall not apply to ICU-CCU and other critical care areas and to periods of low census.

c. Registered Nurses will not clean utility rooms, patient rooms, including beds, except in extraordinary circumstances.

d. Registered Nurses will not procure supplies and equipment, or post or deliver specimens to the Lab, except in extraordinary circumstances.

2a. Transporting of patients will be performed in a manner to permit the patient care assistant to remain on the floor to the extent required to provide appropriate continuity of patient care.

2b. Any patient admitted to ICU/CCU from the ED will be transported by the ED staff.

3. Copies of specific job descriptions shall be maintained in a binder and available in the Nursing office for inspection by Registered Nurses.

B. Job Security

1. Licensed Practical Nurses will not be used to replace Registered Nurses assigned to the Methadone Clinic on February 9, 1995 and to the Chemical Dependency Unit and the Methadone Clinic on Water Street on April 1, 2002 on a permanent basis.

2. The Hospital will make its best effort to retrain any laid off Registered Nurses for other Registered Nurse positions that are available or become available within six (6) months of the date of layoff.

Article 20

Joint Committees

1. The parties agree to establish a joint Union and Management committee to discuss procedures to ensure the safety of Registered Nurses, and to develop and establish security procedures to deal expeditiously with specific emergencies.

2. The parties shall establish a joint Union and Management committee to consult on issues of mutual concern. The committee will also seek to minimize duplicative and unnecessary paperwork.

3. The Union shall appoint RN(s) to participate on the nursing policy and procedure committees for Med Surg and Critical Care. Participation will be on paid time.

4. The parties agree to establish a joint Union and Management committee to address recruitment and retention issues. This committee will meet on a bi-monthly basis.

Article 21

Terminal Benefits

1. An Employee who resigns shall give the Employer four (4) weeks advance notice.

2. An Employee who gives notice of resignation, as provided above, shall be entitled to receive payment for unused vacation time, holidays and personal days accrued on the effective date of the resignation. If notice is not given as provided above, the Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

3. A Registered Nurse who is laid off will be given four weeks advance notice or equivalent compensation and shall receive payment for unused vacation time, holidays and personal days accrued on the effective day of layoff.

4. If a laid off Registered Nurse waives his/her right to be recalled or loses his/her seniority pursuant to Article 7, severance pay at the rate of one weeks' salary for each year of service will be paid to a maximum of four weeks' pay.

Article 22

Discharge and Discipline

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

2. The Employer recognizes the reasonably exercised right of a Registered Nurse, upon request, to have a chapter representative present at a disciplinary interview by management wherein a response by the Registered Nurse is required and wherein it is reasonably anticipated that disciplinary action will result to that Registered Nurse and such chapter representative is reasonably available, provided that this right does not extend to investigatory or fact finding interviews, consultations or counseling sessions even though some disciplinary action could result after or on the basis of such investigation, fact finding or consultation. An interview, etc., at which the right to have a chapter representative is not afforded upon request, shall not be considered, or included in the Employee's personnel file as a disciplinary interview or other form of progressive discipline.

3. No Employee shall lose normal or regular pay for attending a disciplinary hearing or conference held at the Hospital during the Employee's working hours. If the Hospital requires an investigatory interview during non-working time, the Registered Nurse will be paid at the straight time rate.

4. 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. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

6. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

7. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

Article 23 Grievance Procedure

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

Step 1. Within ten (10) days of occurrence, an Employee having a grievance and/or her/his chapter representative or Union representative shall take it up with her/his head nurse/supervisor. The Employer shall give its answer to the Employee and /or her/his chapter representative or Union representative within ten (10) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within ten (10) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2 they shall be reduced to writing, signed by the grievant and her/his chapter representative and presented to the grievant's Department Head or her/his designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within ten (10) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step by the chapter or Union representative to the Employee Relations Manager of the Employer, or her/his designee; and she/he or her/his designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this Step.

Grievances addressing payroll issues shall be scheduled at the 3rd step level within 5 days of receipt by the Employer.

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.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in this Article.

Any grievance not submitted within ten (10) days from the occurrence of the facts on which it is based shall be considered time-barred, if known to the grievant or if it should have been known.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and Holidays.

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Article 24

Arbitration

1. A grievance, as defined in Article 23, which has not been resolved thereunder, may within fifteen (15) working days after completion of Step 3 of the grievance procedure be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the voluntary labor arbitration rules then prevailing of the American Arbitration Association.

2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article 23, and he/she shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

5. 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 25

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 reductions 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 26
No Strike or Lockout

1. No Employee shall engage in any strike, sympathy strike, sit-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer occur, the Union, within twenty-four (24) hours of request by the Employer, shall:

- a. Publicly disavow such action by the Employees;
- b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union;
- c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately;
- d. Post notices at Union bulletin board(s) advising that it disapproves of such action, and instructing Employees to return to work immediately.

4. The Employer agrees that it will not lock out Employees during the term of this Agreement.

Article 27
Effect of Legislation - Separability

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

Article 28
Per Diems

1. The Hospital recognizes the Union as the representative of per diem Registered Nurses in accordance with the certification by the National Labor Relations Board (NLRB) in NLRB Case No. 29-RC-7872.

2. Per Diem Registered Nurses shall not obtain or be entitled to any contract benefits other than in the areas indicated below:

- a. **Wages:** Per Diem Registered Nurses shall be paid the following rates per standard shift:

Per Diem Registered Nurses shall be paid the following rates per standard shift:

| | <u>Current</u> | <u>4/3/11</u> | <u>4/1/12</u> | <u>7/7/13</u> |
|----------|----------------|---------------|---------------|---------------|
| Days | \$317.69 | \$325.63 | \$333.77 | \$341.28 |
| Evenings | \$330.00 | \$338.25 | \$346.71 | \$354.51 |
| Nights | \$344.77 | \$353.39 | \$362.22 | \$370.37 |
| A Shift | \$487.61 | \$499.80 | \$512.30 | \$523.82 |
| P Shift | \$528.24 | \$541.45 | \$554.98 | \$567.47 |

CRNA Per Diems shall be paid the following rates per hour:

| | <u>Current</u> | <u>4/3/11</u> | <u>4/1/12</u> | <u>7/7/13</u> |
|----------|----------------|---------------|---------------|---------------|
| Days | \$67.28 | 68.96 | \$70.69 | \$72.28 |
| Evenings | \$69.98 | \$71.73 | \$73.52 | \$75.18 |
| Nights | \$72.67 | \$74.49 | \$76.35 | \$78.07 |

b. **Seniority:** A regular scheduled Registered Nurse who leaves regular status and goes directly into per diem status shall have a right to return to regular scheduled status without loss of regular Registered Nurse seniority, provided, however, the Employee continues in the active employment of the Hospital.

The Employer agrees to establish a seniority list specifically for per diem Registered Nurses which shall be referred to by Nursing Administration for per diem work assignments.

3. Article 3 (Union Security), Article 23 (Grievance Procedure) and Article 24 (Arbitration) shall apply to per diems. No other contract provisions shall apply to per diems.

4. A nurse who is scheduled and agrees to work as a per diem Registered Nurse shall receive a minimum of four hours pay for the shift if the Hospital does not notify her/him that the assignment has been canceled at least four hours prior to the beginning of the shift.

Article 29

Payroll and Payroll Deductions

1. The Employer will continue its present policy of providing payroll deductions for Tender Care or a similar local childcare provider for Registered Nurses who wish to participate.

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

3. The Employer agrees to make payroll deductions for the Union's political action fund. The contributions will be set at a flat dollar amount and will not be subject to tracking or arrears collection on the part of the Employer. Deductions will begin within 30 days of ratification of this Agreement and thereafter as Employees enroll.

4. If there is an error in the Employee's paycheck which is more than one hundred dollars (gross) and is incorrect due to an error on the part of the

Employer, the error will be resolved in a separate check drawn with the first on-demand pay cycle following pay day.

Article 30

General Construction

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Hospital and the Union.

If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person or circumstances shall, for any reason, be held or adjudged by an administrative agency or a court of competent jurisdiction to be invalid, such holding or judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such holding or judgment shall have been rendered.

Article 31

Successorship Clause

This contract shall be binding upon the Employer's successors, assigns or transferees during the life of the Agreement. This contract shall also be binding upon any Union successors, assigns or transferees.

Article 32

Effective Date and Duration

This Agreement will be effective from 12:01 a.m. April 1, 2011, and will remain effective until 12:00 midnight March 31, 2014, and from year to year thereafter unless terminated as provided in Article 33.

Article 33

Termination

This Agreement may be terminated, effective 12:00 midnight March 31, 2014, by written notice from either party, delivered to the other not later than December 31, 2013, of intent to modify or terminate it, and may be terminated, effective 12:00 midnight any subsequent March 31 by similar written notice delivered to the other party not later than the preceding December 31. Notice of intent to modify will be equivalent to notice of intent to terminate.

Staten Island University Hospital

Federation of Nurses/UFT

Margaret DiAlto
Sr. Vice President Human Resources

Michael Mulgrew
President

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 Staten Island University Hospital (hereinafter called "my Employer") \$..... or such different amount as the Federation of Nurses UFT and I authorize, and direct my Employer to withhold this sum from the compensation due me each month and remit it to the Federation of Nurses UFT.

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

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

The assignment and authorization are effective at once.

Date _____

Employee Signature _____

Addendum
Domestic Partner

In the event Staten Island University Hospital offers FMLA benefits for domestic partners to any other group of employees it shall offer the same benefits to Employees in this bargaining unit.