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RN/ 8693

agreement between

New York State
NURSES
ASSOCIATION

and

**Westchester County
Health Care Corporation**

April 1, 2006 – March 31, 2011

New York State
NURSES
ASSOCIATION®

NYSNA is the oldest and largest state nurses association in the nation. It is an influential union for RNs, representing nurses in New York and New Jersey. Offering a wide range of services to its members, NYSNA fosters high standards of nursing education and practice and works to advance the profession through legislative activity. It is a constituent of the American Nurses Association and an affiliate of the AFL-CIO.

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PREAMBLE

AGREEMENT by and between the WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York and with offices located at Grasslands Road, Valhalla, New York, 10595 hereinafter designated as the "Employer" and THE NEW YORK STATE NURSES ASSOCIATION, a membership corporation with offices at 11 Cornell Road, Latham, New York 12110 and at 120 Wall Street, 23rd Floor, New York, New York 10005, hereinafter designated as the "Association."

1. THE AGREEMENT

1.01 Definitions

As used herein, the following terms shall have these meanings:

- A. "Employer" means the Westchester County Health Care Corporation;
- B. "Association" means the New York State Nurses Association;
- C. "Employee" means a member of the negotiating unit defined in paragraph 1.02;
- D. "Constituent Unit" means a section of the bargaining unit located at or affiliated with the Westchester Medical Center and Taylor Care Center;
- E. "Domestic Partner" shall be the equivalent of the term "spouse" for the purpose of this Agreement.

1.02 Appropriate Unit

The appropriate Employer-employee negotiating unit in accordance with the Civil Service Law and Act number 84-1967 of the Board of Supervisors of Westchester County as amended to which this Agreement applies consists of all employees licensed or otherwise lawfully authorized to practice as registered professional nurses, and employed by the Employer in such capacity, excluding those titles not legally entitled to bargaining unit representation

1.03 Recognition

Based upon the Association's no-strike affirmation (Appendix B), the recognition heretofore granted to the Association (Appendix C) is hereby confirmed and extended for the maximum period permitted by law.

1.04 Effective Date and Duration

This Agreement, except as otherwise stated, will be effective from 12:01 a.m., April 1, 2006 and will remain effective until 11:59 p.m., March 31, 2011.

1.05 Renegotiation

No later than October 31, 2010, negotiations will be undertaken for an agreement covering the period subsequent to March 31, 2011. If such an agreement is not concluded by December 15, 2010, either party may request the Public Employment Relations Board to designate a mediator to assist the parties to reach agreement. If the parties have not reached an agreement by January 31, 2011, either party may request the Public Employment Relations Board to appoint a fact-finding board.

1.06 Notices

Any notice required to be served on the Employer under this Agreement will be either mailed to the Employer by registered or certified mail or delivered to the Employer or so mailed or delivered to such person and at such address as the Employer may designate by written notice served on the Association. Any notice required to be served on the Association under this Agreement will be mailed to the Association's Executive Director by registered or certified mail addressed to the Association's headquarters office, 11 Cornell Road, Latham, New York 12110, or to such person and at such address as the Association may designate by written notice served on the Employer.

1.07 Meetings

Employer and Association will meet at mutually convenient times and places to consider employment conditions and the operation of this Agreement.

1.08 Priority of Agreement

- A. Where the provisions of this Agreement are in conflict with Employer policy or practices, this Agreement shall govern, except as provided by law.
- B. Nothing contained herein shall be construed to deny or restrict with respect to any employee any rights the employee may have under the Civil Service Law or any other applicable laws and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.
- C. ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

1.09 Separability

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

1.10 Succession

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

1.11 Amendment

This Agreement may be amended or supplemented only by further written agreement executed by the parties.

2. ASSOCIATION STATUS AND RIGHTS

2.01 Right of Organization

Employees shall have the right to join and participate in the Association for the purpose of this contract. Employees shall not be discriminated against for activity on behalf of the Association.

2.02 Right of Representation

Employees shall have the right to be represented by the Association and to negotiate collectively with the Employer in the determination of their wages, hours, and terms and conditions of employment, and the administration of grievances.

2.03 Non-Discrimination

A. The Employer and the Association will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment by reason of race, creed, color, national origin, age, sex, marital status, sexual orientation, except as such conditions may constitute bona fide occupational or assignment qualifications.

B. The Employer and the Association fully endorse the principles of Equal Employment Opportunity and the Employer's Affirmative Action Plan and its procedures. Any complaints arising thereunder will be processed through the complaint procedure of the Affirmative Action Plan. Use of that procedure will not deprive an employee of rights under this Agreement.

2.04 Dues Deduction/Agency Shop

A. Subject to reasonable procedural requirements, the Employer will honor, during their effective period, individual written assignments which are signed by employees for authorizing deductions of membership dues. (Appendix D.)

B. All employees (full-time, regular part-time or per diem) in the appropriate negotiating unit, as defined by Section 1.02 not desiring membership in the Association shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such employees.

C. The service charge for appropriate negotiating unit employees shall be the amount equivalent to the amount of annual dues payable by a member of the Association covered by this collective bargaining unit.

D. The Employer shall deduct the service charge from non-Association member employees and transmit the sums so deducted to the Association at the same time and in the same manner as dues deducted from Association members.

E. The Association shall notify the Employer annually of the amount of annual dues.

F. The Employer shall furnish the Association, in writing, a seniority list containing the names, addresses, titles and hiring dates of all present

employees in the appropriate unit as defined in Section 1.02. The above information will be provided biweekly.

The Employer shall also notify the Association, in writing, of the hiring of each new employee and the termination of every employee in the negotiating unit, within the first ten (10) days of the month following the month of employment or termination.

2.05 Dues/Service Charge Remittance

Dues and service charges will be deducted after each payroll period and will be remitted to the Association at the address designated by the Association in the same manner as currently established.

2.06 Association Time

- A. Duly authorized local representatives of the Association (up to fifteen {15} at any one time) shall be permitted at reasonable times and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as employees to transact official Association business directly related to the administration of this Agreement on Employer property during the workday. Night shift employees will be able to use their own time to supplement time earned as meeting time during negotiations to take the night off before or following negotiations.
- B. The Association shall certify to the Employer the names of such authorized local representatives and the staff representatives and the areas in which their representation is effective.
- C. When an Association local representative meets by agreement with an Employer representative during the workday, such meeting shall be without loss of pay.
- D. Subject to reasonable rules with respect to security, safety, and operating requirements, representatives of the Association may be granted access to work areas in Employer facilities during the working hours in such areas of employment covered by this Agreement, for the purpose of observing whether the terms of this Agreement are being maintained.
- E. The Association shall be entitled on an annual basis to thirty-seven and one-half (37½) hours of supplementary time off for grievance representation activities on an authorized local representative's non-scheduled workday. This time will be administered by the Association.
- F. The Employer shall make available to the Association five hundred and eighty-five (585) paid hours off to be used by the Association for Welfare Fund and Association business. This amount will be increased to six hundred fifty (650) hours upon this Agreement's ratification and approval by the Employer.
- G. The Employer will grant release time for one and one-half (1.5) full-time bargaining unit employees who are members of the New York State Nurses Association. Such employees will retain his or her title, be designated by the Association, and be entitled to all rights and benefits received by bargaining unit employees.

2.07 Bulletin Boards

- A. The Association shall have the right to post notices of its legitimate activities on designated locked bulletin boards. The Employer will also provide bulletin boards for bargaining unit job postings. These boards will be located in convenient areas throughout bargaining unit work sites including but not limited to the following areas:
1. One (1) large job posting board by staff elevator on main floor in the Hospital.
 2. BHC lobby, one (1) job posting and one (1) Association board.
 3. WIHD - Association board.
 4. TCC - Job posting board.
 5. A board on the main floor by the staff elevator for continuing education.
The Association may use the Employer inter-office mail service for bulk transmittal of communications to employees for distribution through Association representatives.
 6. Boards will be placed by the door of the main cafeteria and Radiation Medicine.
 7. A board will be placed in the Maria Ferrari Children's Hospital.
- B. No communication posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

2.08 Job Descriptions and Specifications

The Employer will supply the Association with copies of job descriptions and specifications for all Civil Service and posted in-house nursing titles.

2.09 Information for Employees

- A. The Employer will supply new employees with an envelope containing non-controversial fact sheets supplied by the Association describing the Association and its purposes, a dues deduction form, and insurance application forms.
- B. The Employer will provide each employee, at the time of appointment, transfer, or promotion, with written confirmation of such personnel action which would include his/her title and straight time regular annual rate.
- C. The Employer and Association shall bear equally the total cost of printing this Agreement. The Association will provide each employee with a copy of this Agreement.
- D. The Employer agrees to distribute Personnel Manuals throughout the facility in accessible locations (i.e., hospital nursing office and patient care units).
- E. Association Representative will be given one hour to provide new hire orientation during the Human Resources orientation.

3. EMPLOYER RIGHTS

3.01 Meal Charges

The Employer shall have the exclusive right to set and change prices for meals. All employees shall have access to Medical Center cafeteria.

3.02 Medical Examinations

All medical examinations mandated for employment or continued employment will be provided by the Employer at no cost to the employee.

3.03 Rental Fees

The Employer shall be free to establish and charge rental fees of Employer premises within the rent structure established and updated from time to time by the formula elaborated in Part 137 of the Official Compilations of Codes, Rules, and Regulations of the State of New York.

4. PROFESSIONAL STATUS AND RIGHTS

4.01 Local Bargaining Unit

The Local Bargaining Unit (LBU), in conjunction with the Chief Nursing Officer and the Senior Vice President for Patient Care Services of the Constituent Units, shall provide for adherence to Standards of Nursing Practice in accordance with the American Nurses Association Standards of Nursing Practice, American Nurses Association Code of Ethics and the New York State Nurse Practice Act. Membership of the Local Bargaining Unit shall consist of all registered professional nurses covered by this Agreement.

4.02 Non-Nursing Functions

Although it is understood that no absolute restrictions can be placed on employees in a patient care environment, the Employer shall continue in good faith to minimize non-nursing functions and continue during the life of this Agreement to review methods for efficient delivery of patient care. To that end, the parties agree that non-nursing functions shall not be a routine part of a Registered Nurse's duties, including, but not limited to the following duties: clerical, housekeeping, dietary, messenger and security functions. All questions regarding these issues will be resolved under the procedures outlined in Section 4.03 below.

4.03 Committee of Nursing Practice

In each of the constituent units the Committee of Nursing Practice will consist of nurses selected by their respective colleague groups and representing all areas and levels of nursing found in this bargaining unit. The Chairperson of each committee shall be the Chairperson-Elect of each constituent unit of the Council. All members of the Nursing Practice Committee will be allowed to meet on duty time. Up to ten (10) hours of paid time per month for employees who attend meetings on their off time will be granted. The Association will submit a written list of names and hours to the Nursing Department of who is to be credited with such time. In view of their professional expertise, individuals in the following titles shall serve in a consultative capacity to the Committee in their respective institutions:

- Senior Vice President for Patient Care Services

- Director of Nursing - Taylor Care Center

The Medical Center/Children's Hospital and the Taylor Care Center recognize that the functions and authority of this Committee shall be as follows:

- A. To develop standards of nursing practice for the Departments consistent with those enunciated by the profession;
- B. To analyze factors which facilitate or impede the practice of nursing, for example:
 1. Define non-nursing functions and identify nursing involvement in such functions;
 2. Assess staffing patterns and ratios;
 3. Determine the adequacy of resources and supporting services essential to the practice of nursing;
 4. Review and evaluate the relationship with other disciplines and the Medical Center and Taylor Care Center.
- C. Receive and review problems relating to nursing practice from nursing practitioners and/or nursing administration, patients and their families and other disciplines of the Medical Center and Taylor Care Center.

In exercising their functions, the Committees will have the authority and responsibility to refer to the Senior Vice President for Patient Care Services or the Director of Nursing - TCC, those recommendations approved by the Committees in those areas (A, B, C) outlined above. By approval, it is meant a majority of the full Committee must vote in favor of such recommendation. The Senior Vice President for Patient Care Services, or the Director of Nursing -TCC shall respond in writing to all written recommendations from the Committee within fifteen (15) working days. If a Committee is not in agreement with the response and the rationale of the Senior Vice President for Patient Care Services or the Director of Nursing - TCC, it may refer the matter to the President/CEO for action. The President/CEO will respond in writing to the Committee. The decision of the President/CEO will be final.

4.04 Staffing Information

The Employer will provide in electronic format to the Association on a monthly basis a report that tabulates for each unit the instances of:

1. Mandatory OT
2. Floating (from/to)
3. Agency Nurse usage to be provided on a semi-annual basis
4. Monthly Per Diem Usage

In addition, the Employer will upon request provide the Association with relevant information that will support the work of the Committee of Nursing Practice.

4.05 Staff Development

- A. A newly hired employee shall receive a planned orientation program at least two (2) consecutive weeks in length or until the employee meets performance criteria established by the Department.
- B. Programs of in-service education and staff development will be provided on work time for all shifts. A review of each such program will be made by each Department Head or designee at least annually. The Employer will submit to the Association's Council on Continuing Education at its Latham Office all in-service programs for continuing education credits in advance of the program. Verification that the course has been taken will be given at the completion of the course.
- C. Time off, within reasonable limits, without loss of pay, for participation in the activities of the professional organization and to representatives chosen by the Association for activities pertaining to collective bargaining will be granted at the discretion of the Senior Vice President for Patient Care Services, Director of Nursing - TCC. Replies to request will be given within sufficient time to permit the employee to register.
- D. Paid time off and financial aid will be granted, if available, at the discretion of the Senior Vice President for Patient Care Services, Director of Nursing - TCC for participation in educational institutes, workshops or meetings. Employee requests will not be unreasonably denied.

Continuing Education Funds for the Constituent Units will be as follows:

	4/1/06	1/1/07	1/1/08	1/1/09	1/1/10	1/1/11
Medical Center	\$165,000	\$165,000	\$165,000	\$182,000	\$182,000	\$182,000
Taylor Care Center	\$17,000	\$17,000	\$17,000	(including TCC)	(including TCC)	(including TCC)

Guidelines for the distribution of these funds will be reviewed and revised by a Labor/Management Committee representing each group on an annual basis. If the Committee cannot agree on the guidelines, disputes may be submitted to arbitration.

- E. Employees shall receive at least one (1) evaluation during the year. Upon request, employees may receive a copy of their evaluation. Each nurse shall be given the opportunity to enter written comments on this record according to present practice.
- F. Upon request, employees shall be permitted to examine their Departmental Personnel File in the presence of the Personnel Officer.
- G. Per Diem employees will pay the same fees for in-house staff development programs as full or part-time employees.

4.06 Position Description Committee

A Committee of registered professional nurses will be established in the Medical Center and Taylor Care Center to study and recommend the nursing position descriptions as approved by the New York State Nurses Association.

4.07 Labor/Management Committee

There will be a labor /management committee composed of Association and Management representatives to discuss non-grievable and non-negotiable subjects. Meetings shall take place on a monthly basis, or more frequently if requested by either party. Either party may request a meeting by supplying an agenda and requesting the presence of appropriate representatives who can best resolve the issues. The party calling the meeting will receive a decision regarding issues raised within a reasonable amount of time.

5. EMPLOYEE STATUS

5.01 Definitions

- A. Each employee must be licensed or otherwise lawfully authorized to practice as a registered professional nurse in New York State under New York State law.
- B. An employee's status can be one of the following categories:
 - regular full-time, regular part-time, or per diem.
- C. A regular full-time employee is employed on a regular (year-round) basis to work a thirty-seven and one-half (37½) hour workweek in the Medical Center and Taylor Care Center. Regular full-time employees receive full fringe benefits.
- D. A regular part-time employee is employed on a regular (year-round) basis and works two-fifths (2/5) or more of a workweek and follows a regular schedule. Regular part-time employees receive pro rata fringe benefits.
- E. A per diem employee is not employed on a regular (year-round) basis or is employed less than two-fifths (2/5) of a workweek. A per diem employee is eligible for salary and access to the grievance procedure, but otherwise receives no benefits. All per diems employed on or before January 1, 1982 shall be offered regular part-time status, provided they can fulfill the requirements in D, above.

5.02 Probationary Period

Subject to applicable Civil Service Laws and Regulations, every regular full-time and regular part-time employee hired into a bargaining unit position shall have up to a one (1) year probationary period.

An employee who is promoted to a bargaining unit position shall serve a probationary period of twelve (12) weeks, which may be extended to twenty-six (26) weeks. If the employee is removed from the new position during the probationary period, the employee shall be permitted to return to the employee's former position without any loss of benefits. The employee's return to their former position during the probationary period shall not be considered discipline pursuant to Section 5.03 of this Agreement.

5.03 Post Probationary Discipline

All employees having completed their probationary period shall be disciplined or discharged only for "just cause." The Employer shall notify, in writing, the Association at its New York City Office, the Release Time Representative and

the Chairperson of the Local Bargaining Unit of any fine, suspension, demotion or discharge within two (2) working days from the time the employee is notified of such discipline. If the Association desires to contest the disciplinary action it shall give written notice thereof to the Employer within two (2) business days from the time the employee is notified of such discipline. If the Association desires to contest the disciplinary action it shall give written notice thereof to the Employer within ten (10) business days from the date of receipt of the Employer's notice to the Association. In such event the dispute will be referred to the grievance procedure provided in 11.05.

6. HOURS AND WORKING CONDITIONS

6.01 Definition of Work

"Hours worked," in general, includes all the time an employee is required to be on duty or on the Employer's premises or at a prescribed work place, and all time during which he is suffered or permitted to work for the Employer, such as:

Employer directed travel; attendance at Employer directed training programs; adjusting grievances; clothes changing where required; and wash up time where required and other work as prescribed by the provisions of the U.S. Fair Labor Standards Act.

Where an issue arises the U.S. Fair Labor Standards Act tests shall apply.

6.02 Length of Established Workweek

The established workweek is thirty-seven and one-half (37½) hours per week.

6.03 Workweek

A. The workweek shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

B. For all employees, the basic workweek shall be any thirty-seven and one-half (37.5) hours worked within the Departmental workweek.

6.04 Work Schedules

The Employer will, except in an emergency, post a schedule of each employee's work assignment not less than two (2) weeks in advance of the start of each workweek and maintain this schedule until it is superseded by a new schedule or changed by agreement between Employer and employee concerned. On a yearly basis, the schedule shall guarantee an excusal of at least twenty-six (26) of fifty-two (52) weekends. In calculating the excusal of twenty-six (26) weekends, if an employee is scheduled to work a Saturday or Sunday only, it will count as a full weekend worked, unless the employee voluntarily agrees in writing to split the weekend. Employees hired prior to July 1, 1983 and presently enjoying a better benefit shall continue to enjoy the present practice of that benefit while in their current position.

6.05 Normal Daily Hours of Work

All employees will have a daily work schedule consisting of seven and one-half (7½) paid consecutive hours in accordance with established norms, exclusive of the meal period.

6.06 Modified Workweek Committee

The Modified Workweek Committee, established for each constituent unit, shall consist of equal representatives from the Association and the Employer. The Council of Registered Professional Nurses Executive Committee will appoint

Association representatives; there will be co-chairpersons from the Association and the Employer. The purpose of this Committee is to review and recommend changes in the workday and workweek schedule. Either party may call a meeting. The Employer shall respond in writing to all the Committee's recommendations within two (2) weeks.

Effective September 23, 1998, employees working a modified workweek will maintain that schedule (11½, 9½, or other) while they remain in their unit and on their shift (i.e., day or night) unless there is a mutual agreement between the Association and the Employer to change the schedule.

6.07 Rest Period

The Employer will make a best effort to provide daily rest periods for all employees when circumstances allow.

6.08 Show-Up Pay

When a full-time or part-time employee reports for work as scheduled and work is not available through no fault of the employee, said employee shall be paid for the day at the applicable rate of pay.

If a per diem or employee scheduled for overtime is not advised at least two (2) hours in advance that there will be no work available as scheduled, the employee will be paid for that shift.

Per diem employees or employees scheduled for overtime are required to notify the Employer at least two (2) hours prior to the start of their shift if they are not able to work as scheduled.

6.09 Floating

Employees who are floated off their unit will be familiarized with the new area and not required to function above their skill level. The receiving unit is responsible for insuring that an appropriate orientation takes place. This orientation shall include, but not be limited to, environment and patient care issues. The orientation shall be provided by the Assistant Nursing Care Coordinator or designee in the receiving unit in the main tower, the Children's Hospital, Behavioral Health, Correctional Health Services and the Taylor Care Center. The familiarization process and skill level/duty requirements clarification will be documented in writing on a form provided by the Employer.

Nurses shall be floated in the following order: volunteers, agency nurses, per diem, and regular staff nurses, including regular staff nurses working overtime, unless the receiving unit requires a nurse with a different level of skill.

Employees with twenty (20) or more years of bargaining unit seniority will not be required to float except in instances when all Employees on a given unit have floated within the last seven (7) days or if it is determined that the operational needs require an exception. Employees with twenty (20) or more years of seniority will float on the basis of seniority.

The nurse selected to be floated will have completed general and unit-specific orientation and preceptorship in his/her regularly assigned areas.

Floating shall be done on a rotating basis. Travelers will be included in the float rotation log. Nurses who volunteer to float out of turn will go to the bottom of the float rotation. Each unit will maintain a log book to ensure that the staff floating is accomplished appropriately.

6.10 Mandatory Overtime

The Employer will not mandate, and employees may not volunteer to work more than sixteen (16) consecutive hours, including meal and break time, except in an emergency situation as declared by the President/CEO.

Employees required to work sixteen (16) consecutive hours would not be required to return to work for twelve (12) hours from the end of their shift. Employees may use accumulated bank time (except sick leave) to replace the missed hours at the start of their next shift.

The Employer agrees that mandatory overtime will not be used as a baseline staffing tool.

Procedure

When an unplanned absence/increased acuity or census occurs, the Employer will do the following:

- Explore opportunities to seek coverage from nurses assigned to other units within clinical divisions.
- Seek voluntary overtime by interested employees both on duty and at home who are qualified to perform job functions.
- Seek supplemental staffing options next (i.e., per diem and agency).

Each unit will maintain an overtime logbook that will record the equitable rotation of staff assigned to overtime.

If none of the above procedures result in coverage, the employee at the top of the list in the overtime logbook will be assigned the overtime. Once an employee has worked the assigned shift he/she will be rotated to the bottom of the list.

The nurse who is required to stay must have the reason discussed with him/her. Upon employee request, the reason will be given in writing.

The situation causing the mandate will be evaluated continuously by the person in charge and should other resources become available, the mandated employee will be released.

A nurse doing voluntary overtime on his/her unit to prevent the mandation of another staff nurse will record this in the logbook and be rotated to the bottom of the list. This is only applicable once a nurse has been mandated.

Notice to a unit of the impending possibility of mandatory overtime will occur no later than two (2) hours before the end of the shift or, in case of an unforeseen circumstance, as soon as possible.

Guidelines

The Employer will not mandate overtime except to provide coverage that ensures safe patient care.

A nurse floated off of his/her unit may not be mandated if other options exist.

A nurse at the top of the overtime list in the logbook may postpone twice per calendar year. The next nurse on the list must stay and the nurse who postpones stays on the top of the list. However, if the nurse at the top of the list is the only one qualified then he/she may not postpone.

Rate

Employees who are mandated to work more than two (2) instances in a calendar year will be paid double time for all mandated hours worked in that calendar year after the second instance worked. Double time is two (2) times the regular compensation rate.

7. COMPENSATION: APPLICATION AND AMOUNTS

7.01 Classification and Compensation

A. General

1. Classification, allocation, reclassification or reallocation of any bargaining unit title is subject to negotiation between the Employer and the Association.
2. The salary of an incumbent of any position which is reclassified or reallocated shall not be reduced for the then incumbent by reason of such reclassification or reallocation so long as such position is held by the then incumbent.

B. Definitions

1.
 - a.) Classification is the process by which a position title is assigned to a set of specified duties and responsibilities.
 - b.) Reclassification is the process of changing the position title which has been assigned to specific duties and responsibilities to another position title in order to reflect the duties and responsibilities more accurately.
 - c.) Reclassification may result in a change to a position title in a lower job group, the same job group or a higher job group.
2.
 - a.) Allocation is the process of assigning a position title to a salary range.
 - b.) Reallocation is the process of assigning a position title to another salary range in order to effect more equitable and appropriate payment for the performance of the duties and responsibilities of the position.
 - c.) Reallocation may result in a change to a lower salary range or to a higher salary range.

C. Job Posting, Promotion and Transfer

1. Any advancement of an employee from a position in one (1) title to a position in another title for which a higher maximum rate of pay is prescribed shall be deemed a promotion.
2. All promotional opportunities and effective January 1, 2009 all available job opportunities shall be posted conspicuously on designated bulletin boards readily accessible to all employees in all departments and all satellite offices prior to the examination or filling of the position to allow employees currently employed to apply for same. Simultaneously upon posting, the Chairperson and Co-Chairperson of each constituent unit will receive a copy of each posting. All postings will remain posted and open for twenty-one (21) days.
3. In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where the position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications of applicants who are currently employed by the Employer before considering applicants from outside the Employer service.
4. When promotional and/or provisional employee examinations are scheduled during working hours, the employee will be granted release time for such examination.
5. On a monthly and/or hiring cycle basis, the Employer will supply the Association with a listing of all employee unit transfers, change of status, transfer requests, filling of positions and available positions.
6. Employees who submit written requests for transfers will receive a written acknowledgment from the Employer within one (1) month of submission of request.
7. Employees who are requesting a transfer shall be given a disposition in writing within sixty (60) days of the original request.
8. If the Employer agrees to the transfer, the actual transfer of the employee will happen within one hundred eighty (180) days of the original request. If because of operational needs the transfer cannot occur within the one hundred eighty- (180) day period, the Employer will notify in writing the employee and the Association, setting forth the reason(s) for the delay and the expected transfer date.

D. Reclassification, Reallocation and Promotion Salary Increase Formula

The formula for computing a salary increase which may result from reclassification or reallocation and which must result from promotion is as follows:

Employees will retain their step level in moving to different titles.

7.02 Anniversary Date

The anniversary date for annual salary increments for new employees shall be the first (1st) day of the quarter following completion of the employee's year of employment. Incumbent employees shall maintain their present anniversary date.

7.03 Salaries

All employees shall be compensated as set forth in Appendix A, without deviation.

7.04 Experience Steps

1. Employees will advance to the next higher step yearly on their anniversary date.
2. Part-time employees will move up the step system at the same rate as full-time employees.
3. Except for per diem time previously credited, per diem time will not be counted. A Per Diem Committee consisting of equal representatives from the Association and the Employer shall be established within sixty (60) days of the ratification of this Agreement and approval by the Employer. The LBU Executive Committee will appoint Association representatives; there will be co-chairpersons from the Association and the Employer. The purpose of this Committee is to review and make recommendations concerning the crediting of per diem service at the Westchester Medical Center. The Committee will issue recommendations within six (6) months of ratification. Employer shall issue in writing a timely response to the Committee's recommendations.
4. Experience steps are not interrupted by the following:
 - A. ordered military leave;
 - B. authorized leaves of absence;
 - C. termination of employment followed by a reinstatement or rehiring within one (1) year.
5. Such time off, except as provided by military law, shall be deducted from Employer service.
6. Previous RN experience will get full credit (1 year = 1 step).

Previous LPN Employer experience will be credited as follows:

Years	
1 to 4 =	+1 Step
5 to 9 =	+2 Steps
10 to 13 =	+3 Steps
14+ =	+4 Steps

7. a. Employees hired on or after April 1, 1992 shall be credited with prior experience, up to a maximum of ten (10) years, if such work was full-time or part-time as part of a regular staff. Employees will not be credited for prior experience if they have not worked as a registered nurse at least in part within twenty-four (24) months of hire.

- b. Effective December 1, 2001 the ten (10) year maximum will be removed.
- c. Effective June 5, 2002 current employees who were previously employed as registered nurses who were not credited for experience in excess of ten (10) years upon hire will be eligible to be credited with additional experience as follows:
 - 1. Employee must submit satisfactory written proof of work experience to the Human Resources Department/Nurse Recruitment.
 - 2. Additional experience that is accepted, consistent with this section, will result in step movement. However, employees will not move more than one (1) additional step per year and will not exceed the step scale. Step movement will be in conjunction with the employee's normal anniversary date step movement.
- 8. In addition, for those applying to TCC, work performed in a geriatric care facility would also be credited.
- 9. If work is not performed in a hospital, but the work could be appropriate, these individual cases would be decided by nursing administration.
- 10. Only work within the USA, the Peace Corps, Vista, and full-time Military Service will be considered.
- 11. Part-time experience will be prorated.
- 12. The sum of prior experience will be rounded to the nearest year.
- 13. No credit for non-RN or non-LPN experience.
- 14. Any dispute over the crediting of time shall be resolved by the Director of Nursing-TCC or the Senior Vice President of Patient Care Services, unless such crediting is arbitrary and capricious.

7.05 Rates of Pay

A. Straight Time Regular Rate

For the purpose of payroll computation and payment of an employee's annual salary, a regular rate of pay consisting of straight time (hourly) regular rate shall be calculated by dividing the annual salary (including any shift or risk or specialty differential(s) if applicable) by the number of working days per year. This daily salary figure is then redivided by the number of hours in an employee's basic workday in order to arrive at a regular rate of pay.

B. Overtime Rate

The overtime rate is one and one-half (1½) times the regular rate.

7.06 Out-Of-Title-Guarantee

- 1. When an employee is directed to perform substantial duties of a higher classification not common to the employee's current classification on a regular basis for more than fifteen (15) consecutive workdays, said

employee shall be paid according to the promotional formula in Section 7.01 (D).

2. Employees directed to perform the duties of a lower classification with no change in their job title shall not have their rates of pay reduced because of such assignment.

7.07 Overtime

- A. Overtime is time worked in any workweek over and above the hours worked in an employee's basic workweek or at a time previously scheduled as a holiday.
- B. Overtime Pay
Where paid overtime in an employee's classification is required and directed, it shall be paid at the following rates:
 1. All employees working a thirty-seven and one-half (37½) hour workweek will receive the overtime rate for all hours worked in excess of thirty-seven and one-half (37½) hours.
 2. Full-time employees working modified workweek schedules will receive the overtime rate for hours worked in excess of the shifts they are regularly scheduled to work.
 3. Part-time employees will receive the overtime rate for hours worked in excess of an eleven and one-half (11½) hour day.
- C. Overtime computations for employees paid in a biweekly pay basis shall be computed for each workweek in the pay period.
- D. By mutual agreement of the employee and the Department Head, overtime shall be compensated by supplementary time off which will be accrued at the time and one-half (1½) rate up to a maximum of his/her established workweek schedule of hours. No more than their established schedule of hours will be carried in this bank at any one time. Supplementary time off is to be taken with Departmental approval so as not to interfere with the operations of the Department.
- E. If a supplementary time bank specified in paragraph D above is not established or an employee works overtime when said supplementary time bank contains their established workweek schedule of hours, then the employee shall be paid in cash at the applicable rate.
- F. In computing time worked, all paid time properly absent for legal holidays, sick, personal, and vacation leave, and supplementary time off shall be included as time worked. Meal time, paid or unpaid, or other absences shall not be included.
- G. An employee who is offered and who voluntarily accepts paid overtime in another classification shall receive one and one-half (1½) times the rate for such other classification for all hours worked in such other classification in that week above forty (40) hours. Employees working thirty-seven and one-half (37½) hour workweeks will receive the overtime rate after thirty-seven and one-half (37½) hours worked.

- H. Supplementary time will be accrued at the time and a half (1½) rate.
- I. If an employee requests and is granted time for a continuing education program or committee work that would be in excess of the employee's normal workweek then such employee will be compensated at straight time. Employees may choose to have this time banked as supplemental time.

7.08 Differentials

A. Shift Differential

Employees who regularly go on duty at one o'clock p.m. (1:00 p.m.) or later, or regularly go off duty at twelve o'clock noon (12:00 p.m.) or earlier, shall receive sixty-five hundred dollars (\$6,500) per year. Employees who work overtime will have the shift differential added to their regular rate except for day shift employees who do overtime on the day shift.

When an employee who regularly is assigned to a shift requiring the differential takes authorized paid time off, the differentials will continue to be paid if the time off is taken during the period in which the employee is assigned to such shift.

Employees who work an eleven and one-half (11½) hour shift that starts at eleven o'clock a.m. (11:00 a.m.) will receive two thousand one hundred sixty-five dollars (\$2,165) per year. Employees who work an eleven and one-half (11½) hour shift that starts at twelve o'clock noon (12:00 p.m.) will receive two thousand seven hundred four dollars (\$2,704) per year.

The above rates will be changed as follows:

Shift	Effective 4/1/2010
Full Shift	\$6,600
Partial Shift	\$2,745
11 ½ 11 am (41.6%)	\$2,745
11 ½ 12 pm (41.6%)	\$2,745

B. Area Differentials

Employees who work in the following areas will be eligible for the listed differential on a per annum basis. Employees hired after July 1, 1993 will not be eligible for the following area differentials:

1. **Psychiatry**
Seven hundred and fifty dollars (\$750). Units: N-2, A-1, A-2, B-1, B-2, Psych Nursing Office, Psych ER, Crisis.
2. **Correctional Health**
Seven hundred and fifty dollars (\$750). Units: Ward 29.
3. **Critical Care**
 Staff Nurse.....\$1,000
 Assistant Nursing Care Coordinator.....\$1,100
 Associate Nursing Care Coordinator.....\$1,200
Units
 ICU - A, B, C, D, Burn, ER, Swan, 5-NE and Neuro on 5-NW, Peds ICU, Neonatal ICU, Intermediate Care Nursery.

Nurses assigned to 7 North will receive fifty percent (50%) of the differential. Assistant Care Coordinators and Associate Nursing Care Coordinators will receive one hundred percent (100%).

Nurses assigned to 4 Northeast will receive one hundred percent (100%) of the differential.

4. Transport

Staff Nurse.....	\$300
Assistant Nursing Care Coordinate.....	\$400
Associate Nursing Care Coordinator.....	\$500

Employees who receive this differential will be volunteers who are pre-designated to attend to patients while they are being transported in a helicopter or ambulance.

Employees who are receiving an area differential will continue to receive it during leaves while assigned to the unit.

Effective September 11, 1995, the transport differential will be discontinued.

C. Educational Benefits

The parties acknowledge the value and importance of a graduate degree to an individual nurse in a supervisory title and to the profession of nursing in general. Such education serves to enhance their professional and managerial skills and is of value to the Employer and the medical institutions it provides. Therefore, in recognition of same, the parties hereby agree to an educational benefit at the Master's degree level only in the nursing, allied fields and managerial studies.

Effective April 1, 2010, the PhD, EdD, and DNS educational benefit for all employees except staff nurses on the clinical ladder will be one thousand six hundred dollars (\$1,600).

The Master's Degree educational benefit for all employees except staff nurses on the clinical ladder will be one thousand two hundred fifty dollars (\$1,250). Effective April 1, 2010, this rate will increase to fourteen hundred dollars (\$1,400).

All employees and staff nurses on the clinical ladder will receive an educational benefit of one thousand dollars (\$1,000) per year for a baccalaureate in nursing. Effective April 1, 2010, this rate will increase to twelve hundred dollars (\$1,200).

Employees who hold baccalaureate degrees in psychology or gerontology and who are working in those specialty areas will also be eligible for the benefit.

D. Clinical Ladder

Effective April 1, 1992, all Staff Nurses will be eligible for the clinical ladder. The clinical ladder will be administered as set forth in the clinical ladder agreement effective September 6, 1988. (See Appendix S.) Employees achieving the RN III level will receive one thousand five hundred dollars (\$1,500) additional annual payment and three thousand dollars (\$3,000) for achieving the RN IV level. Part-timers will receive a prorated amount.

E. Certification Differential

Effective April 1, 1994, employees who hold a certification that is recognized by the Employer and the Association will receive a differential of one thousand five hundred and fifty dollars (\$1,550) per year. Effective April 1, 1995 this rate will increase to one thousand seven hundred and fifty dollars (\$1,750).

F. Grandfather Area Differential

Employees receiving an area differential or enrolled on a critical care orientation as of July 1, 1993 will continue to receive their differentials for the duration of their employment with the Employer unless one of the following occurs:

1. An employee becomes certified and receives the certification differential.
2. An employee transfers to a unit where area differentials are not given.
3. An employee accepts a promotion to a position that is not eligible for area differentials.

Once an employee has lost an area differential as set forth above, they will not be eligible to receive it again.

G. Preceptor Differential

Effective August 1, 2006 a staff nurse and per diem nurse who orients and trains other employees while taking a patient assignment is precepting. Employees who precept will receive a two dollar (\$2.00) per hour differential.

H. Charge Differential

Effective August 1, 2002 a staff nurse and per diem nurse who is assigned to be in charge of a patient care area will receive a one dollar (\$1.00) per hour differential. Effective April 1, 2008, a per diem nurse who is assigned to be in charge of a patient care area will receive a one dollar (\$1.00) per hour differential.

Effective April 1, 2009 a staff nurse or per diem nurse who is assigned to be in charge of a patient care area will receive a one dollar and fifty cents (\$1.50) per hour differential.

Effective April 1, 2010 a staff nurse or per diem nurse who is assigned to be in charge of a patient care area will receive a two dollar (\$2.00) per hour differential.

7.09 Allowances

A. On-Call

Employees who are ordered to be on-call shall be paid at the hourly rate of two (2) hours for every eight (8) hours he/she actually remains on-call on week days, and three (3) hours for every eight (8) hours for weekends (Friday 5:00 p.m. to Monday 7:00 a.m.), and holidays (5:00 p.m. the day before the holiday to 7:00 a.m. the day following the holiday). Compensation for on-call time shall be prorated but not less than one-half (½) hour for each continuous period on-call. For purposes of this Agreement, on-call time is time that an employee is not actually on duty but has been directed to be continuously available for immediate return by

furnishing the supervisor a place where the employee can be reached. Employees who live on Employer premises will be considered to be on on-call time only when restricted.

Effective January 1, 2002 the weekday rate will increase to three (3) hours for every eight (8) hours and the weekend and holiday rate will increase to four (4) hours for every eight (8) hours.

Those employees on-call who are called in to work shall receive a minimum of four (4) hours pay guaranteed for each time called to work. Such payment shall not be counted as time worked. Compensation for hours actually worked (not on-call) exceeding thirty-seven and one-half (37½) hours shall be paid at time and one-half (1½) the employee's regular straight time rate, as stipulated in Section 7.07 B.

Employees called into work will be credited with one (1) hour of work time as compensation for travel time.

B. Uniforms and Equipment

All employees will be eligible for an annual cash allowance of three hundred dollars (\$300).

Employees will receive lump sum checks no later than April 15 each year.

STAT Team nurses after receiving their initial uniforms will receive an allowance of seven hundred and twenty-five dollars (\$725) each year thereafter. The first payment of seven hundred and twenty-five dollars (\$725) will be made by April 15, 1999.

C. Mileage Allowance

The Employer with best efforts will reimburse employees within forty-five (45) days of each claim when a private car is used with prior Employer authorization on Employer business. An employee who regularly uses a private car on Employer business shall conform with the requirements of the Director of Risk Management. Effective September 11, 1995, the reimbursement rate shall be the same as the rate set by the IRS.

E. Tuition Reimbursement

All employees employed for at least six (6) months shall be eligible for tuition reimbursement at an amount of \$3,500 or 15 credits per academic year (June to June) whichever is greater. Approved courses will be for a Baccalaureate in Nursing, a Master's degree or Doctorate in Nursing or an allied health field and post master's certificates in nursing or allied health fields. The tuition reimbursement program guidelines developed by members of the joint committee shall govern the approval or disapproval of said reimbursement.

Tuition will be waived for courses leading to a degree taken at Westchester County Community College.

Tuition reimbursement to an employee will occur within sixty (60) calendar days from the date of employee's fully completed submission requesting reimbursement.

F. Certification Fee Reimbursement

The Employer will reimburse employees for certification, renewal, application and testing fees from recognized state or national certifying organizations.

G. Travel Policy Rules and Regulations

Employees will be eligible for reimbursement under the Travel Policy. Effective July 1, 1988, employees will not be eligible for the meal reimbursement allowance during overtime work as set forth in the Employer Travel Policy.

Effective January 1, 1994, employees who work additional overtime days will not be reimbursed for mileage commuting to and from their work site.

8. HOLIDAYS

8.01 Holidays and Holiday Pay

A. The following days shall be considered holidays with pay:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Presidents' Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day (Floating Holiday)
10. Veterans' Day
11. Thanksgiving Day
12. Christmas Day

B. Where any of the foregoing holidays fall on Saturday, the Employer will designate the employee's alternate day off with pay. Holidays falling on Sunday will continue to be observed on Monday.

C. All Employees required to work on any of the twelve (12) named holidays (excluding Election Day) will be paid at the rate of time and one-half for all hours worked on the calendar date holiday and will accrue holiday time equal to the number of hours worked on the calendar date holiday. Requests for additional time off will be given with department approval unless operational requirements deem otherwise. Such days will be assigned by the Employer, unless requested by the employee within thirty (30) days prior to the end of the quarter specified in 8.01 D. below.

D. With regard to floating holiday, employees shall be required to submit their request for the day off for the floating holiday at the same time they submit their written vacation requests for the subsequent year. For the day they designate as a floating holiday, employees shall be paid at straight time, unless the employee is denied that particular requested day off. In that event, employees will be paid at the rate of time and one-half for all hours worked on the floating holiday denied as above and will accrue holiday time equal to the number of hours worked. Requests for additional time off will

be given with department approval unless operational requirements deem otherwise. Such days will be assigned by the Employer, unless requested by the employee within thirty (30) days prior to the end of the quarter in 8.01 E. below.

- E. Additional days off earned due to working on holidays are to be kept separate from any other time bank. All holiday time accrued within a calendar quarter must be used prior to the end of the next calendar quarter, otherwise paid in cash, except in cases of sickness, termination, resignation, retirement or death, it will be paid out immediately.
- F. If a holiday falls on an employee's scheduled day off, said employee shall be granted an additional day off (7.5 hours).
- G. Effective October 1, 1988, per diems will be paid one and one-half (1½) times the regular applicable per diem rate when working on a holiday set forth in A. above. Excluding Election Day effective January 1, 2003.

9. LEAVES: APPLICATION AND AMOUNT

9.01 Vacations with Pay (Annual Leave)

Annual leave will be granted as follows:

- A.
 - 1. An employee who is employed prior to April 1 will be entitled to seven and one-half (7½) working days (56.26 hours) vacation after six (6) months of service.
 - 2. On January 1st an employee who has less than one (1) year of service will be entitled to fifteen (15) working days (112.5 hours) vacation after six (6) months service.
 - 3. On January 1st an employee who has more than one (1) year of service will be entitled to twenty (20) working days (150 hours) vacation.
 - 4. On January 1st an employee who has more than five (5) years of service, or during that year will attain the fifth (5th) anniversary of service, will be entitled to twenty-five (25) working days (187.5 hours) vacation.
- B. Annual leave should be used in the year it is earned; however, any employee may carry over seventy-five (75) hours for use into the next year. The Employer on an individual basis may approve time in excess of seventy-five (75) hours to be carried into the next year. Employees who do not submit schedules for using excess vacation time will be subject to having such time scheduled by the Employer. In no case will an employee lose accrued vacation time.
Employees should submit initial vacation requests by November 1 to use accrued time that will be available as of the following January 1. Vacation requests will be approved or denied thirty (30) days prior to January 1.
A maximum of two (2) weeks of any earned time may be taken from June 15 through September 15. However, if extra weeks become available upon request they will be distributed based on bargaining unit seniority.

- C. In the calculating of the time allowed for vacations, intervening holidays shall not be considered vacation days.

Annual leave is to be taken with departmental approval so as not to interfere with the operations of the department.

9.02 Sick Leave

- A. Newly hired employees will be credited with five (5) sick days (37.5 hours) on the employee's first (1st) day of service. After the employee completes five (5) full calendar months (each of which begins on the first {1st} of the month), the employee will, thereafter, be credited with sick leave at the rate of one (1) day (7.5 hours) per completed calendar month.
- B. All current employees will be credited with sick leave at the rate of one (1) day (7.5 hours) per completed calendar month. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness, pregnancy, childbirth, injury, and quarantine resulting from exposure to contagious disease. The Department Head or the Personnel Officer may require such substantiation of sick leave as deemed necessary.
- C. Employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon recommendation of the Department Head and the approval of the Personnel Officer at one-half (½) pay for a period not to exceed one (1) biweekly pay period for each complete year of service. Any extended sick leave previously granted shall be chargeable against the allowance provided for in this provision.
- D. Sick leave credits may not be earned while on leave without pay, on military leave of over thirty (30) calendar days, or on extended sick leave.
- E. A sick leave bank will be maintained according to guidelines as established by the Association and the Employer in effect as of February 1, 1985. These guidelines may be modified by the Association after notifying the Employer.
- F. Any employee who is eligible for retirement and retires, and who has at least fifty (50) sick leave days (375 hours) on the books at the time of retirement, shall receive the following: a full day's pay for one-half (½) of the accumulated amount of days. However, in no event shall any employee receive more than one hundred and twenty-five (125) days (937½ hours) of pay. It is understood that the rate of pay shall be the current rate of pay for each employee.

For the purpose of this provision, retirement shall mean the receipt of a retirement benefit from the New York State Retirement System.

- G. Commencing at calendar year 2002 on an annual basis, the Employer will offer to buy back at the employees current regular compensation rate accrued sick leave hours in excess of 225 up to a maximum of 37-½ hours.

9.03 Workers' Compensation

Any employee, except a Police Officer (Police Officers are subject to the provisions of Section 207-C of the General Municipal Law), who is necessarily

absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law, may, pending adjudication of the case and while said disability renders the employee unable to perform the duties of the position, be granted by the Department Head a leave with pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave, and sick leave credits shall not be earned for periods when an employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other credits may then be granted a leave of absence without pay. When the Workers' Compensation Board has made an award to such employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the Employer. Upon return to active duty, such employee may be recredited with that portion of earned credits consumed during the period of absence in proportion to the amount of Workers' Compensation award for such lost time.

9.04 Family Sick Leave

Any available accumulated leave balance may be used for illness in the family.

9.05 Bereavement Leave

In the event of the death of an employee's spouse, father, mother, father and mother-in-law, children, grandchildren, brother and sister of either spouse or grandparents of either spouse, such employee will be granted twenty-three (23) hours of paid time off as bereavement leave. Proof of death may be requested.

9.06 Maternity/Paternity Leave

A. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the employee or constitute a liability in the performance of her duties. Pregnant employees are not required to report the existence of pregnancy to the Employer.

B. A pregnant employee upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy shall be permitted to use any annual leave, personal leave, and sick leave for the period of her disability and shall be eligible for sick leave at half (½) pay (Section 9.02C).

Male employees shall be eligible to use Family Sick Leave including time earned under Section 9.02C in the event their spouse is disabled due to maternity-related illnesses. Employer may request documentation of spouse's disability.

C. The employee may continue to use any/or all leave she/he has accumulated while on maternity/paternity leave (with pay).

D. The employee shall be granted, upon request to the Employer, a leave of absence without pay for a maximum period of seven (7) months which may be extended, upon recommendation of the Department Head, up to a maximum of two (2) years, in accordance with Section 9.07, Leave Without Pay. Said leave of absence without pay shall be exclusive of the above leave with pay benefits.

- E. Employees who adopt a child will be eligible for the leave in Section 9.07, Leave Without Pay plus any paid leave except sick time.

9.07 Leave Without Pay

- A. Any employee who is temporarily physically or mentally unable to perform employment duties, or who desires to engage in a course of study intended to increase the employee's usefulness to Employer service, or who for any reason considered satisfactory by the Department Head, desires to secure a leave of absence from employment duties may, upon the recommendation of the Department Head, and approval by the Personnel Officer, be granted a leave of absence without pay for a period not to exceed one (1) year. In an exceptional case, the Personnel Officer may waive the provision of this section to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, two (2) years from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the employee affected.
- B. Employees on a leave of any length will retain their seniority and title. An employee on a leave of absence of six (6) months or less for maternity/paternity, sick leave and/or family sick leave, will be entitled to return to work in the same job, title, shift and unit without loss of previously accrued seniority or benefits.
- C. When a leave of absence without pay for a period of one (1) year or as extended by the Personnel Officer has been granted, a further leave of absence without pay shall not be granted unless the employee returns to this position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.
- D. Absence for more than thirty (30) continuous days under this section may cause adjustment in time for considering increments on the annual increment step system.
- E. Failure of an employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

9.08 Education Leave

An employee who leaves the Employer service to pursue an educational program completely at his own expense, upon return to Employer service may be paid the appropriate scale step and hold the same anniversary date for increment purposes as if he had not left the Employer service, provided that the course of instruction is considered beneficial to the duties of his position in the Employer service, and he has not had full-time employment outside of the Employer service during the period of absence, between semesters excepted.

9.09 Jury and Court Appearance Leave

An employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the employee are involved, shall be granted a leave with pay for such required attendance

provided that any fees received for such attendance shall be paid to the Employer. Employees working other than the day shift will be rescheduled to the day shift while subject to jury duty on-call.

Other arrangements are possible with mutual agreement between Employer and employee.

9.10 Military Leave

An employee who is required to render ordered military duty shall be granted a leave of absence as authorized by state law.

9.11 Unused Leave Update

An employee, upon request in writing, will be entitled to receive an update of his/her unused leave time, not to exceed three (3) requests per year.

10. INSURANCE AND RETIREMENT BENEFITS

10.01 Health Insurance Benefits

- A. The health insurance and prescription benefit levels shall be equivalent to those benefits provided by the New York State Empire Plan (Core Plus Medical and Psychiatric Enhancements) in effect as of December 31, 1990. Drug Prescription Plan: \$4.00 for brand name, \$1.00 for generic equivalent. The Employer will maintain any improvements to the plan in effect on May 1, 1998. Effective January 1, 1999, the plan will be amended as attached. (See Appendix O.)
- B. The Employer will pay one hundred percent (100%) of the cost of employee and dependent benefits.
- C. The Employer will make payments to any Health Maintenance Organization offered to employees at a rate equivalent to the premium rate of the basic Westchester County Health Insurance rate as outlined in the New York State Government Employees Health Insurance Program booklet. Members choosing this health insurance plan will be obligated to pay to the plan the premium difference, if any, between the Employer's contribution and the total cost of the offered Health Maintenance Organization premiums on a monthly basis. In no event will the Employer be required to make payment greater than the total payment required by the Health Maintenance Organization.
- D. For "H.I.P." enrollees as of May 1977 who subsequently switch to a Health Maintenance Organization, the Employer will continue to make payments to the Health Maintenance Organization the premium rate equivalent to the premium rate of "H.I.P." In no event will the Employer be required to make a contribution greater than the total contribution required by the Health Maintenance Organization.

10.02 Dental Insurance Benefits

The Dental Insurance and Optical Benefits will be maintained at the level in effect as of May 1, 1998.

10.03 Life Insurance

The Employer will provide \$100,000 life insurance for each employee in the event he/she should suffer loss of life as a result of the performance of his/her job. This benefit will be exclusive of any other life or death insurance benefit.

10.04 Retirement Benefits

The Employer will continue present retirement programs for the duration of Agreement provided such programs remain available. (See Appendix E.)

10.05 Deferred Compensation

The Employer will provide a deferred compensation plan as soon as it is legally possible to do so.

10.06 Disability

The Employer will provide payroll deduction services for bargaining unit members who desire to purchase a disability plan.

10.07 Malpractice Insurance

The Employer shall indemnify members of the bargaining unit for professional liability covering nursing treatment. Employees may request from the Employer additional information regarding this coverage.

10.08 Welfare Fund

The Employer will pay the rates below per employee per year to the Westchester County New York State Nurses Association Welfare Fund. Payments will be made quarterly based on the number of regular full-time and part-time employees who are covered under the Employer health insurance plan on the last payroll of each preceding quarter and paid within fifteen (15) days of the close of the quarter.

- 4/1/06 - \$480
- 4/1/07 - \$480
- 4/1/08 - \$575
- 4/1/09 - \$600
- 4/1/10 - \$625

10.09 Legal Representation

The Employer will provide at no cost to the employee legal representation and advice to any employee who is investigated by a public agency for a job-related incident. The Employer will not provide such assistance if it is simultaneously investigating the possibility of disciplinary action against the employee for the incidents that are being investigated.

10.10 Domestic Partners

Domestic partners are eligible for health, dental and optical benefits.

11. EMPLOYEE RIGHTS

11.01 Right to Representation

Every employee shall have the right to present his/her grievances to the Employer free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

11.02 Rules and Regulations

Rules and regulations governing the personal standards of conduct of employees shall be reasonably uniform.

11.03 Employee Protection

Nothing contained in this Agreement shall be construed to deny to any employee rights under Section 15 of the New York State Civil Rights Law or under applicable Civil Service Laws and Regulations.

11.04 Formal Action

An employee shall at all times on request be entitled to have present a representative of the Association designated in accordance with this Agreement for investigation and reprimand meetings. This does not include normal progress, performance and evaluation interviews or observations.

All formal reprimands for any alleged infraction shall be made with due regard for individual privacy. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present.

11.05 The Grievance Process

A. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this Agreement, or of applicable existing laws, disciplinary actions in violation of Section 5.03, rules, procedures, regulations, administrative orders, or work rules which relate to or involve employee health or safety, physical facilities, materials, or equipment furnished to employees or supervision of employees; provided, however, that such terms shall not include any matter involving an employee's classification or allocation, retirement benefits, or any matter which is otherwise reviewable pursuant to law, or any rules or regulations having the force and effect of law, or as to any matter as to which the Employer is without authority to act.

B. General

1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject, however, to the final decision on the grievance.
2. The aggrieved employee may request the Association representative to assist and be present at the initial presentation of the grievance and at any hearings that may take place.
3. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant.
4. The Employer and the Association will only consider grievances filed on the mutually established grievance forms.
5. An Association-Employer or Employer-Association grievance (between principals) under this Agreement may be entered in writing in Step 1.

6. Grievance(s) over Employer policy which affect(s) a class or group of employees may be filed by the Association representative at Step 2.
7. The time limits provided by the Grievance Procedure stated below may be extended by mutual agreement of the aggrieved employee, the Association representative and the representative of the Employer when extenuating circumstances are found to exist.

C. Grievance Procedure

Informal Effort

- A. The aggrieved employee submits the grievance orally at the local level. Failure to do so will not bar the employee from submitting a grievance at Step 1.
- B. If the grievance is not resolved within five (5) working days or receives no response, the grievant may proceed to Step 1.

Step 1

- A. In the event that the grievance is not adjusted under the Informal Effort, the employee or the Association may, within ten (10) working days from the date of the local level response (or within fifteen (15) working days of the submission of the grievance if no response was given), submit such grievance in writing to the Director of Nursing at Step 1. The date of this grievance shall be determined by the date of this filing.
- B. The Director of Nursing or designee shall hold an informal hearing within ten (10) working days of receipt of the written grievance at which the aggrieved employee and his or her Association representative may appear and present oral and written statements of argument.
- C. The Director of Nursing or designee shall respond in writing within ten (10) working days of the hearing.

Step 2

- A. In the event that the grievance is not adjusted under Step 1, the employee or the Association may, within fifteen (15) working days from receipt of the Step 1 decision or no response, present the grievance to the Director of Labor Relations.
- B. The Director of Labor Relations or designee shall hold a hearing within ten (10) working days of the receipt of the written grievance at which the aggrieved employee and his or her Association representative may appear and present oral and written statements of argument.
- C. The Director of Labor Relations or designee shall respond in writing within ten (10) working days of the hearing.
- D. If no hearing is held or response given by the Director of Labor Relations or designee within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.
- E. In the event of an Employer-Association grievance, the grievance shall be presented by the Director of Labor Relations to the New York State Nurses Association, which will conduct a hearing and respond within ten (10) working days of the hearing.

- F. If no hearing is held or response given by the New York State Nurses Association within ten (10) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 3

- A. In the event that the grievance is not adjusted under Step 2 or no hearing is held, it may, at the request of only the Employer or Association, be submitted, within fifteen (15) working days of receipt of the Step 2 decision or no response, to the American Arbitration Association for resolution under its voluntary rules.
- B. A grievance dispute arising under any term of the Agreement involving Employer policy or discretion may be submitted for arbitration only as the question of whether or not the Employer policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.
- C. The report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, conclusion and recommendation which shall be binding on all parties to the proceedings.
- D. The Employer and the Association shall bear equally the Arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.

12. POSITION ELIMINATION/LAYOFF

A. Definitions

- 1. SENIORITY - Employees accrue seniority from their date of hire into a bargaining unit title. Employees who leave the bargaining unit but remain employed by the Employer in a health related position will retain the seniority they earned while in the bargaining unit upon their return to a bargaining unit title. Termination of employment followed by re-employment within one (1) year will not constitute a break in seniority; more than one (1) year absence and seniority will start from the re-employment date.

Overtime shifts scheduled in excess of an employee's regular schedule will not count towards seniority.

Employees cannot accumulate more than one (1) year of seniority in a calendar year.

Up until January 1, 1998, seniority will be determined by date-of-hire into the bargaining unit.

Seniority accumulated after January 1, 1998 will be earned on a pro rata basis for part-time status and employees will not earn seniority while on unpaid leaves.

Employees on extended sick leave will earn seniority based on their regular employment status.

- 2. REVERSE SENIORITY - means starting with the least senior.
- 3. PROBATIONARY - Employees have not completed six (6) months of bargaining unit employment.

4. PERMANENT - Employees have completed six (6) months or more of bargaining unit employment.
5. PER DIEMS - Per Diems as defined in Section 5.01E are not covered by this section unless specifically referenced. They do not accrue or hold seniority while in per diem status. However, if they return to a full or part-time status, the seniority they earned while previously in a full or part-time status will be retained.
6. ABILITY - The capacity to independently provide safe patient care, as determined by the Director of Nursing after a regular orientation. The Director of Nursing may make a determination of ability and forego a regular orientation for probationary employees; and for employees who are seeking to fill a vacancy or bump into a position other than staff nurse for which they do not have the appropriate leadership or clinical experience.
7. REGULAR ORIENTATION - An orientation that is given to newly hired employees less the general component, and the decisions for continued employment that take place during that orientation.
8. VACANCIES are positions that have been posted pursuant to this Agreement that the Employer intends to fill.
9. PROMOTIONAL TITLES for vertical bumping are in the management track of a clinical unit or service, these titles are normally General Staff Nurse, Charge Nurse, Head Nurse and Supervisor of Nursing.
10. CLINICAL DIVISIONS
Units not listed below, new units, changed units or employees on mixed units will be placed in the clinical divisions based on the type of care they primarily perform.

Medical Center Department		
Adult Medical/Surgical		
7 South	5 SE	Ambulatory Surgery
Ward 29	5 SW	Endoscopy
6 SE	5 NE	EHS
6 NE	4 South	OPD/CC
6 NW	4 NW	Radiology
	5 NW	WIHD

Medical Center Department	
Critical Care/Intermediate Care	
STAT	ICU-C
Burn	ICU-D
ED	
PACU/POCU	Angiography
Cath Lab	7 North
ICU-A	6 SW
ICU-B	5 NW
Women's and Children's Services	
PICU	NICU
3 North	ICN
3 South	
L&D	OB/NBN
Behavioral Health Center	
BHC	
Surgical Services	
OR	
CTS OR	
Burn OR	
Taylor Care Center	
Long Term Care	Sub Acute/Vent

11. STATUS is either full-time or part-time as set forth in this Agreement in Section 5.01.
12. LAYOFF means as a result of position elimination an employee is no longer employed as a nurse in the bargaining unit in a full or part-time status.
13. SERVICE - Patient care activities that are related by nurse responsibility, task and/or specialized education. Normally broken down by unit (e.g., burn unit) or functional title (e.g., midwives).
14. NON-PROMOTIONAL TITLES - The following list is not all inclusive but for descriptive purposes only: Employee Health Nurse, Nurse Epidemiologist, Adult Nurse Practitioner, Pediatric Nurse Practitioner, Family Nurse Practitioners, Clinician, Nurse Informatics, Nurse Recruiter, Nurse Advocate for Retention, Family Planning Nurse Practitioner, Coordinator of Continued Patient Care, Health Services Coordinator and Clinical Nurse Specialist.
15. DEPARTMENTS - There will be two (2) departments. The Medical Center and the Taylor Care Center. All procedures and agreements in this section apply to both departments.
16. QUALIFICATIONS are the hiring practice requirements for a unit. For example, "minimum years of experience."

B. Notification

When the Employer has determined employee occupied positions may be eliminated, it will notify the Association in writing forty-five (45) days prior to such elimination. The notification will contain a declaration that states the action is to be a fiscal layoff or an elimination of service. The Employer will notify employees who are displaced from their position in writing.

C. Fiscal Layoff

When the Employer declares a fiscal layoff, it will indicate the specific Employer department. Within the Department first, all vacancies and second, all probationary employees will be eliminated. If additional employee occupied positions must be eliminated then the Employer will designate such positions using reverse seniority.

D. Elimination or Reduction of Service

When the Employer eliminates a service the following guidelines will be followed:

1. In no case can an employee with less seniority bump an employee with more seniority.
2. In no case can an employee bump into a higher promotional title.
3. An employee whose position is identified to be eliminated will first fill a vacant position within his/her clinical division.
4. If there are no vacancies then probationary employees in the clinical division will be replaced in an order determined by the Senior Vice President of Patient Care Services or Director of Nursing - TCC based on ability.
5. If there are no vacancies or probationary employees then the least senior employees in the clinical division will be bumped.
6. Permanent employees who are bumped out of their clinical division may fill vacancies. If there are no vacancies, then the Senior Vice President of Patient Care Services or Director of Nursing - TCC will review the seniority list of the department and exclude any positions that if bumped would impede the ability of the unit to provide patient care. The least senior employees on the resulting seniority list equal to the number of displaced employees can be then bumped by those employees who have the qualifications to fill their positions.
7. Employees will not be required to bump the least senior employee if that employee does not have the same status as the bumping employee. In such instance, the bumping employee can skip to the least senior employee with the same status.
8. In order to ensure that the most senior employee gets the most choices, the Employer will formulate a list of vacancies, probationary employees and least senior employees equal to the number of occupied positions being eliminated in that clinical division.
9. Employees whose positions are eliminated or who are bumped out of their positions will have seventy-two (72) hours from the time they are notified of their options to respond to the Employer with their decision.

The Employer will make every effort to first notify the employee in writing. Employees on leaves of absence will be notified of their options at the same time as active employees.

10. For permanent employees in promotional titles other than General Staff Nurse; if a permanent position is eliminated the employee may fill vacancies in the same title within the clinical division. If there is no vacancy they may bump the least senior permanent employee in the same title within their clinical division. If they choose not to bump or are the individual bumped out of the clinical division they may fill vacancies in their title in other clinical divisions for which they have the ability to fill.

Employees who are unable to bump or choose not to bump or who are bumped as set forth above, may fill any vacancy in the next lower promotional title within their clinical division. If there are no vacancies then the employee may bump the least senior employee in that title within the clinical division.

When an employee reaches the General Staff Nurse level they follow the procedure as set forth above in one through nine.

Operating Room Nurse, IV Therapy Nurse and Field Nurses are considered to be at the General Staff Nurse level for the purposes of layoff.

11. Permanent employees in non-promotional titles (see definition) who have their positions eliminated may fill vacancies in their title in their clinical division that they have the ability to fill. If there are no vacancies then they may bump the least senior employee in their title in their clinical division that they have the ability to fill.

Employees without a position as a result of the above will be considered to be at the General Staff Nurse level and proceed as set forth above from Step 3.

12. Competitive Class employees whose positions are abolished or reduced will be subject to the procedures set forth in New York State Civil Service Law Sections 80 and 81.

Employees without a position as a result of the above will be considered to be at the General Staff Nurse level and proceed as set forth above from Step 3.

13. Employees in titles that don't fall into a clinical division will be assigned a clinical division by the Senior Vice President of Patient Care Services or Director of Nursing - TCC based on the employee's experience.

E. Severance

Effective September 23, 1998, when an employee is laid off he/she will receive severance pay equal to one (1) weeks regular compensation for each year of employment up to a maximum of six (6) years.

If an employee is unable to retain his/her position within a clinical division and would be able to bump a less senior employee who would subsequently

be laid off then that more senior employee may choose to take the severance pay as set forth above and resign.

Employees who resign are not eligible for the recall list.

Per diem employees are not eligible for severance pay.

Employees must have a least one (1) year of service. Severance pay is in addition to any other terminal benefits due the employee. Severance payment will be prorated and rounded to the nearest month.

F. Agency Nursing

The Employer will not regularly replace laid off employees with Agency personnel. Agencies are businesses that provide temporary nursing services.

G. Per Diem Replacements

The Employer will not use per diems to regularly replace laid off, full or part-time employees.

H. Replacement

The Employer will not replace laid off employees with non-bargaining unit Employer employees.

I. Recall

When permanent employees have lost their position because there are no available vacancies they can fill and are unable or unwilling to bump then those employees will be placed on a recall list.

When employees fill vacancies or replace probationary employees as set forth in 12.D.6 but do not complete the regular orientation, they will be placed on the recall list.

Employees who qualify for the Recall list shall be given the opportunity to be in the Per Diem pool. Such employees do not lose any recall rights. All employees in the Per Diem pool will be treated in a fair and equitable manner. Employees will not be required to participate in the Per Diem pool.

Employees will be recalled by seniority starting with the most senior. If a vacancy occurs it will be offered to laid off employees before it is posted. Employees on recall have forty-eight (48) hours from the time they are offered the position to inform the Employer of their decision. Employees who turn down a position (same status) within their clinical division lose future recall rights. All recalls to a position outside of an employee's clinical division shall be subject to the ability of the employee to perform the duties of the vacant position.

Employees will remain on the recall list for twelve (12) months from layoff.

J. Return to Position

An employee in a promotional or non-promotional title whose position is eliminated will be entitled to return to the same position if it is posted within one (1) year.

13. MISCELLANEOUS

13.01 Health and Safety

The Employer will observe all applicable health and safety laws and regulations and will take all steps necessary to assure employee health and safety.

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

This provision shall be grievable up to Step 2 of Section 11.05, The Grievance Process.

13.02 Safety Committee

An advisory committee has been established in each constituent unit consisting of an equal number of members from the Employer and Association. The committee will investigate safety and security problems. The committee will meet monthly, unless otherwise agreed to in advance, at a mutually convenient place, time and date.

13.03 Parking Committee

A Joint Association-Employer Committee has been established in each constituent unit to study employee parking problems and to make recommendations thereon.

The Employer will provide safe and secure parking facilities at no cost to employees who work at the Westchester Medical Center and Taylor Care Center.

Medical Center employees may be required to pay a parking fee not to exceed twenty dollars (\$20.00) per month.

13.04 Social Security

The Employer agrees to negotiate with the NYSNA before taking any action which could result in the termination of employee coverage under the United States Social Security Act.

13.05 Direct Deposit

The Employer will provide employees with the option for direct deposit of paychecks. Overtime and differentials will be delayed by one paycheck.

13.06 Smoke Free

The Association agrees that the Employer may designate buildings smoke free.

13.07 Subcontracting

No employee directly or indirectly will be laid off as a result of subcontracting. Employee's whose positions are eliminated due to subcontracting will utilize the procedure set forth in Section 12, Position Elimination/Layoff.

13.08 Off Site Work Locations

The Employer recognizes its obligation to bargain over the impact on employees who are assigned to off site work locations and will make an effort to fill off site positions on a voluntary basis.

13.09 Flight Requirements

Employees in any unit other than STAT team will not be required to fly in an aircraft; however, employees may volunteer.

13.10 Latex Exposure

The Employer will continue to assess and reduce latex exposure to employees. In that regard, the Employer will train and educate staff regarding latex exposure substitute non-latex products when appropriate. Discontinue use of powder latex gloves commencing April 1, 2004 to be phased in and completed by March 31, 2005.

If an employee has a latex sensitivity or allergy, the Employer will take appropriate steps to avoid exposure to latex products, monitor symptoms, and/or consider reassignment. The Employer shall provide latex allergy screening through Employer's Health Service.

EXECUTION

Signed by Employer and Association.

WESTCHESTER COUNTY
HEALTH CARE CORPORATION

By Michael D. Drauli

Title President + CEO

Date 5/19/2009

NEW YORK STATE NURSES ASSOCIATION

By W. Scott MA, RN

Title Director, Economic and General Welfare Program

Date 5/7/09

APPENDIX A

Salary Schedules

Title	9/19/05	+ 3% Effective 4/1/06	+ 3% Effective 4/1/07	+ 3% Effective 4/1/08	+ 3% Effective 4/1/09	+ 3% Effective 4/1/10
N1	\$55,984	\$57,664	\$59,393	\$61,175	\$63,010	\$64,901
N2	\$59,568	\$63,355	\$65,092	\$66,875	\$67,044	\$69,056
N3	\$64,030	\$65,951	\$67,929	\$69,967	\$72,066	\$74,228
N4/N6	\$69,425	\$71,508	\$73,653	\$75,863	\$78,138	\$80,483
N5	\$59,568	\$61,355	\$63,196	\$65,092	\$67,044	\$69,056
STEPS	1 thru 25	1 thru 25	1 thru 25	1 thru 25	1 thru 25	1 thru 25
	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892

Per Diem	9/19/05	Effective 4/1/06	Effective 4/1/07	Effective 4/1/08	Effective 4/1/09	Effective 4/1/10
First	\$44.00	\$45.50	\$47.00	\$48.00	\$50.00	\$51.00
Other	\$46.50	\$48.00	\$49.00	\$51.00	\$52.00	\$54.00
ANP First	\$55.00	\$57.00	\$58.50	\$60.00	\$62.00	\$64.00
ANP Other	\$57.50	\$60.00	\$61.00	\$63.00	\$65.00	\$67.00

(ANP=Adult Nurse Practitioner)

Effective September 19, 2005 all full-time employees employed on this date are eligible to receive a lump sum payment of \$1,250.

Employees on an approved Leave of Absence without pay shall be eligible to receive a pro rata portion of the \$1,250 lump sum payment based on the period of time they were in active status from April 1, 2005 through and including September 30, 2005. In order to receive any payment, the employee must return to active status.

Effective September 19, 2005 all part-time employees employed on this date are eligible to receive a pro rata share of the lump sum payment of the \$1,250. The pro rata share will be based on the employee's full-time equivalent status on September 19, 2005.

Effective September 19, 2005 at 11.59 p.m. all employees being paid at Step 0 of the salary schedule shall be moved to Step 1. Employees moved at this time shall continue to progress through the pay plan on their anniversary date. Effective September 26, 2005 old Step 0 will be eliminated from the salary schedules.

1. Per diem hourly rates for each title are set forth above. First means day shift. Other means other than day shift.

2. Titles

N1	General Staff/Nursing Practitioner
N2	Charge Nurse/Assistant Nursing Care Coordinator/Field Nurse (Operating Room Nurse/IV Therapy Nurse)
N3	Head Nurse/Associate Nursing Care Coordinator/ Employee Health Nurse/ Nurse Epidemiologist
N4/N6	Adult Nurse Practitioner/Pediatric Nurse Practitioner/Family Planning Nurse Practitioner/Coordinator of Continued Patient Care/Health Services Coordinator/Clinical Nurse Specialist
N5	Public Health Nurse

MHG/lmh
5/11/09

APPENDIX A - Schedule 1

N1 - General Staff/Nursing Practitioner						
Steps	9/26/05	4/1/06 3%	4/1/07 3%	4/1/08 3%	4/1/09 3%	4/1/10 3%
1	\$55,984	\$57,664	\$59,393	\$61,175	\$63,010	\$64,901
2	\$57,616	\$59,344	\$61,125	\$62,959	\$64,847	\$66,793
3	\$59,248	\$61,025	\$62,856	\$64,742	\$66,684	\$68,685
4	\$60,880	\$62,706	\$64,588	\$66,525	\$68,521	\$70,577
5	\$62,512	\$64,387	\$66,319	\$68,309	\$70,358	\$72,469
6	\$64,144	\$66,068	\$68,050	\$70,092	\$72,195	\$74,360
7	\$65,776	\$67,749	\$69,782	\$71,875	\$74,031	\$76,252
8	\$67,408	\$69,430	\$71,513	\$73,659	\$75,868	\$78,144
9	\$69,040	\$71,111	\$73,245	\$75,442	\$77,705	\$80,036
10	\$70,672	\$72,792	\$74,976	\$77,225	\$79,542	\$81,928
11	\$72,304	\$74,473	\$76,707	\$79,009	\$81,379	\$83,820
12	\$73,936	\$76,154	\$78,439	\$80,792	\$83,216	\$85,712
13	\$75,568	\$77,835	\$80,170	\$82,575	\$85,052	\$87,604
14	\$77,200	\$79,516	\$81,901	\$84,359	\$86,889	\$89,496
15	\$78,832	\$81,197	\$83,633	\$86,142	\$88,726	\$91,388
16	\$80,464	\$82,878	\$85,364	\$87,925	\$90,563	\$93,280
17	\$82,096	\$84,559	\$87,096	\$89,709	\$92,400	\$95,172
18	\$83,728	\$86,240	\$88,827	\$91,492	\$94,237	\$97,064
19	\$85,360	\$87,921	\$90,558	\$93,275	\$96,073	\$98,956
20	\$86,992	\$89,602	\$92,290	\$95,059	\$97,910	\$100,848
21	\$88,624	\$91,283	\$94,021	\$96,842	\$99,747	\$102,740
22	\$90,256	\$92,964	\$95,753	\$98,625	\$101,584	\$104,631
23	\$91,888	\$94,645	\$97,484	\$100,408	\$103,421	\$106,523
24	\$93,520	\$96,326	\$99,215	\$102,192	\$105,258	\$108,415
25	\$95,152	\$98,007	\$100,947	\$103,975	\$107,094	\$110,307
Step	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892

APPENDIX A - Schedule 2

N2 - Charge Nurse/Assistant Nursing Care Coordinator						
Steps	9/26/05	4/1/06 3%	4/1/07 3%	4/1/08 3%	4/1/09 3%	4/1/10 3%
1	\$59,568	\$61,355	\$63,196	\$65,092	\$67,044	\$69,056
2	\$61,200	\$63,036	\$64,927	\$66,875	\$68,881	\$70,948
3	\$62,832	\$64,717	\$66,658	\$68,658	\$70,718	\$72,840
4	\$64,464	\$66,398	\$68,390	\$70,442	\$72,555	\$74,731
5	\$66,096	\$68,079	\$70,121	\$72,225	\$74,392	\$76,623
6	\$67,728	\$69,760	\$71,853	\$74,008	\$76,228	\$78,515
7	\$69,360	\$71,441	\$73,584	\$75,792	\$78,065	\$80,407
8	\$70,992	\$73,122	\$75,315	\$77,575	\$79,902	\$82,299
9	\$72,624	\$74,803	\$77,047	\$79,358	\$81,739	\$84,191
10	\$74,256	\$76,484	\$78,778	\$81,142	\$83,576	\$86,083
11	\$75,888	\$78,165	\$80,510	\$82,925	\$85,413	\$87,975
12	\$77,520	\$79,846	\$82,241	\$84,708	\$87,249	\$89,867
13	\$79,152	\$81,527	\$83,972	\$86,492	\$89,086	\$91,759
14	\$80,784	\$83,208	\$85,704	\$88,275	\$90,923	\$93,651
15	\$82,416	\$84,888	\$87,435	\$90,058	\$92,760	\$95,543
16	\$84,048	\$86,569	\$89,167	\$91,842	\$94,597	\$97,435
17	\$85,680	\$88,250	\$90,898	\$93,625	\$96,434	\$99,327
18	\$87,312	\$89,931	\$92,629	\$95,408	\$98,270	\$101,219
19	\$88,944	\$91,612	\$94,361	\$97,192	\$100,107	\$103,110
20	\$90,576	\$93,293	\$96,092	\$98,975	\$101,944	\$105,002
21	\$92,208	\$94,974	\$97,823	\$100,758	\$103,781	\$106,894
22	\$93,840	\$96,655	\$99,555	\$102,542	\$105,618	\$108,786
23	\$95,472	\$98,336	\$101,286	\$104,325	\$107,455	\$110,678
24	\$97,104	\$100,017	\$103,018	\$106,108	\$109,291	\$112,570
25	\$98,736	\$101,698	\$104,749	\$107,891	\$111,128	\$114,462
Step	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892

APPENDIX A - Schedule 3

N3 - Head Nurse/Associate Nursing Care Coordinator						
Steps	9/26/05	4/1/06 3%	4/1/07 3%	4/1/08 3%	4/1/09 3%	4/1/10 3%
1	\$64,030	\$65,951	\$67,929	\$69,967	\$72,066	\$74,228
2	\$65,662	\$67,632	\$69,661	\$71,751	\$73,903	\$76,120
3	\$67,294	\$69,313	\$71,392	\$73,534	\$75,740	\$78,012
4	\$68,926	\$70,994	\$73,124	\$75,317	\$77,577	\$79,904
5	\$70,558	\$72,675	\$74,855	\$77,101	\$79,414	\$81,796
6	\$72,190	\$74,356	\$76,586	\$78,884	\$81,250	\$83,688
7	\$73,822	\$76,037	\$78,318	\$80,667	\$83,087	\$85,580
8	\$75,454	\$77,718	\$80,049	\$82,451	\$84,924	\$87,472
9	\$77,086	\$79,399	\$81,781	\$84,234	\$86,761	\$89,364
10	\$78,718	\$81,080	\$83,512	\$86,017	\$88,598	\$91,256
11	\$80,350	\$82,761	\$85,243	\$87,801	\$90,435	\$93,148
12	\$81,982	\$84,441	\$86,975	\$89,584	\$92,271	\$95,040
13	\$83,614	\$86,122	\$88,706	\$91,367	\$94,108	\$96,932
14	\$85,246	\$87,803	\$90,437	\$93,151	\$95,945	\$98,823
15	\$86,878	\$89,484	\$92,169	\$94,934	\$97,782	\$100,715
16	\$88,510	\$91,165	\$93,900	\$96,717	\$99,619	\$102,607
17	\$90,142	\$92,846	\$95,632	\$98,501	\$101,456	\$104,499
18	\$91,774	\$94,527	\$97,363	\$100,284	\$103,292	\$106,391
19	\$93,406	\$96,208	\$99,094	\$102,067	\$105,129	\$108,283
20	\$95,038	\$97,889	\$100,826	\$103,851	\$106,966	\$110,175
21	\$96,670	\$99,570	\$102,557	\$105,634	\$108,803	\$112,067
22	\$98,302	\$101,251	\$104,289	\$107,417	\$110,640	\$113,959
23	\$99,934	\$102,932	\$106,020	\$109,201	\$112,477	\$115,851
24	\$101,566	\$104,613	\$107,751	\$110,984	\$114,313	\$117,743
25	\$103,198	\$106,294	\$109,483	\$112,767	\$116,150	\$119,635
Step	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892

APPENDIX A - Schedule 4

N4/N6 - Supervisor of Nursing/Nursing Care Coordinator/Instructor of Nursing/ Nurse Practitioners						
Steps	9/26/05	4/1/06 3%	4/1/07 3%	4/1/08 3%	4/1/09 3%	4/1/10 3%
1	\$69,425	\$71,508	\$73,653	\$75,863	\$78,138	\$80,483
2	\$71,057	\$73,189	\$75,384	\$77,646	\$79,975	\$82,375
3	\$72,689	\$74,870	\$77,116	\$79,429	\$81,812	\$84,266
4	\$74,321	\$76,551	\$78,847	\$81,213	\$83,649	\$86,158
5	\$75,953	\$78,232	\$80,579	\$82,996	\$85,486	\$88,050
6	\$77,585	\$79,913	\$82,310	\$84,779	\$87,323	\$89,942
7	\$79,217	\$81,594	\$84,041	\$86,563	\$89,159	\$91,834
8	\$80,849	\$83,274	\$85,773	\$88,346	\$90,996	\$93,726
9	\$82,481	\$84,955	\$87,504	\$90,129	\$92,833	\$95,618
10	\$84,113	\$86,636	\$89,235	\$91,913	\$94,670	\$97,510
11	\$85,745	\$88,317	\$90,967	\$93,696	\$96,507	\$99,402
12	\$87,377	\$89,998	\$92,698	\$95,479	\$98,344	\$101,294
13	\$89,009	\$91,679	\$94,430	\$97,263	\$100,180	\$103,186
14	\$90,641	\$93,360	\$96,161	\$99,046	\$102,017	\$105,078
15	\$92,273	\$95,041	\$97,892	\$100,829	\$103,854	\$106,970
16	\$93,905	\$96,722	\$99,624	\$102,613	\$105,691	\$108,862
17	\$95,537	\$98,403	\$101,355	\$104,396	\$107,528	\$110,754
18	\$97,169	\$100,084	\$103,087	\$106,179	\$109,365	\$112,646
19	\$98,801	\$101,765	\$104,818	\$107,963	\$111,201	\$114,537
20	\$100,433	\$103,446	\$106,549	\$109,746	\$113,038	\$116,429
21	\$102,065	\$105,127	\$108,281	\$111,529	\$114,875	\$118,321
22	\$103,697	\$106,808	\$110,012	\$113,313	\$116,712	\$120,213
23	\$105,329	\$108,489	\$111,744	\$115,096	\$118,549	\$122,105
24	\$106,961	\$110,170	\$113,475	\$116,879	\$120,386	\$123,997
25	\$108,593	\$111,851	\$115,206	\$118,663	\$122,222	\$125,889
Step	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892

APPENDIX A - Schedule 5

N5 - Public Health Nurse						
Steps	9/26/05	4/1/06 3%	4/1/07 3%	4/1/08 3%	4/1/09 3%	4/1/10 3%
1	\$59,568	\$61,355	\$63,196	\$65,092	\$67,044	\$69,056
2	\$63,455	\$65,359	\$67,319	\$69,339	\$71,419	\$73,562
3	\$67,294	\$69,313	\$71,392	\$73,534	\$75,740	\$78,012
4	\$68,926	\$70,994	\$73,124	\$75,317	\$77,577	\$79,904
5	\$70,558	\$72,675	\$74,855	\$77,101	\$79,414	\$81,796
6	\$72,190	\$74,356	\$76,586	\$78,884	\$81,250	\$83,688
7	\$73,822	\$76,037	\$78,318	\$80,667	\$83,087	\$85,580
8	\$75,454	\$77,718	\$80,049	\$82,451	\$84,924	\$87,472
9	\$77,086	\$79,399	\$81,781	\$84,234	\$86,761	\$89,364
10	\$78,718	\$81,080	\$83,512	\$86,017	\$88,598	\$91,256
11	\$80,350	\$82,761	\$85,243	\$87,801	\$90,435	\$93,148
12	\$81,982	\$84,441	\$86,975	\$89,584	\$92,271	\$95,040
13	\$83,614	\$86,122	\$88,706	\$91,367	\$94,108	\$96,932
14	\$85,246	\$87,803	\$90,437	\$93,151	\$95,945	\$98,823
15	\$86,878	\$89,484	\$92,169	\$94,934	\$97,782	\$100,715
16	\$88,510	\$91,165	\$93,900	\$96,717	\$99,619	\$102,607
17	\$90,142	\$92,846	\$95,632	\$98,501	\$101,456	\$104,499
18	\$91,774	\$94,527	\$97,363	\$100,284	\$103,292	\$106,391
19	\$93,406	\$96,208	\$99,094	\$102,067	\$105,129	\$108,283
20	\$95,038	\$97,889	\$100,826	\$103,851	\$106,966	\$110,175
21	\$96,670	\$99,570	\$102,557	\$105,634	\$108,803	\$112,067
22	\$98,302	\$101,251	\$104,289	\$107,417	\$110,640	\$113,959
23	\$99,934	\$102,932	\$106,020	\$109,201	\$112,477	\$115,851
24	\$101,566	\$104,613	\$107,751	\$110,984	\$114,313	\$117,743
25	\$103,198	\$106,294	\$109,483	\$112,767	\$116,150	\$119,635
Step	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837	\$1,892

APPENDIX B

AFFIRMATION OF NO-STRIKE

Pursuant to the provisions of Subdivision 3 (b) of Section 207 of the Civil Service Law, known as the "Public Employees' Fair Employment Act," the New York State Nurses Association does hereby affirm on behalf of the members of the unit that:

It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

The above affirmation is given for the purpose of establishing the New York State Nurses Association as the sole and exclusive bargaining agent for all employees of the Westchester County Health Care Corporation.

APPENDIX C

NOTICE OF RECOGNITION OF CERTAIN EMPLOYEE ORGANIZATIONS FOR THE PURPOSE OF NEGOTIATING COLLECTIVELY FOR THEIR MEMBERS PURSUANT TO THE PROVISIONS AND PROCEDURES ADOPTED BY THE COUNTY OF WESTCHESTER

Public notice is hereby given that the County of Westchester pursuant to the provisions and procedures adopted by the Board of Supervisors of the County of Westchester in the implementation of Public Employees' Fair Employment Law, on April 8, 1968 recognized the following employee organizations for the purposes of and the administration of grievances arising under the terms and conditions of employment of public employees represented by said organizations.

1. The Faculty Association of the Westchester Community College for all professional staff of the College with the exclusion of the President but including supporting professionals as well as those involved directly in teaching.
2. The Westchester Employer Parkway Patrolmen's Benevolent Association, Inc. to include Patrolmen and Sergeants, and to exclude all other members of that department.
3. The New York State Nurses Association for all Registered Nurses employed by the Employer excluding titles of Director, Associate Director, and Assistant Director.
4. Committee of Interns and Residents for all interns, residents, chief residents and fellows, both medical and dental.
5. The Westchester Employer Civil Service Employees Association, Inc. for all other Employer employees, except Department Heads, Deputies, Division Heads, Managerial and Confidential employees.

APPENDIX E

RETIREMENT

The Westchester County Health Care Corporation will continue to participate in, and to make contributions to, the New York State and Local Retirement System (hereinafter "Retirement System") on behalf of eligible Employees who have joined the Retirement System. Retirement benefits are based on provisions set forth under laws, rules, and regulations of the Retirement System. The information below is for illustrative purposes only and the benefits contained herein may be different from actual benefits offered and/or given by the Retirement System. You must contact the Retirement System if you are considering retirement to ascertain your exact benefit eligibility.

A. Eligibility for Service Retirement

1. Tier 1
Age 55
No minimum service required
2. Tier 2
Age 62 with full benefit
Ages 55-62 with benefit reductions
With 30 or more years of service may retire at age 55 with no reductions
Minimum 5 years of service required
3. Tier 3 (Article 14)
Age 62 with full benefit less Social Security offset
Ages 55-62 with benefit reductions
Minimum 5 years of service required
Social Security offset beginning at age 62

OR

- Article 15
- Age 62 with full benefit
Ages 55-62 with benefit reductions
Minimum 5 years of service required
With 30 or more years of service may retire at age 55 with no reductions
4. Tier 4 (Article 15)
Age 62 with full benefit
Ages 55-62 with benefit reductions
Minimum 5 years of service required
With 30 or more years of service may retire at age 55 with no reductions

B. Retirement Plans

1. Section 75-i (Local) Tier 1 & 2: Single Life Allowance
 - If you retire with 20 or more years of service credit, your guaranteed service retirement benefit will be 1/50th (2%) of your final average salary (FAS) for each year of service credit.

- If your service began before April 1, 1960, your benefit will include an annuity purchased by the contributions that you were required to make prior to that date, plus interest.
- If you made any excess contributions to the Retirement System, your benefit will also include an annuity purchased by the contributions and the interest earned.
- Under this plan, the pension portion of your retirement allowance cannot exceed 75% of your final average salary. With the benefit enhancement of Article 19, your allowance can increase to 79% of your FAS.
- You may qualify for a higher retirement allowance benefit calculation under Section 75-g if your retirement allowance as calculated under Section 75-i exceeds the maximum (usually if your service credit is greater than 40 years without the Article 19 enhancement or 42.4 years with the enhancement).
The 75-g benefit provides $\frac{1}{2}$ of FAS for 25 years of service credit plus $\frac{1}{60}$ th (1.66%) for each additional year of service credit with no maximum. The Retirement System will compare the two calculations and pay the greater benefit.
- Tier 2 members who retire with fewer than 30 years of service will be subject to a benefit reduction if they retire between ages of 55 and 62.
- Tier 2 members with 30 or more years of service may retire at age 55 without benefit reduction.
- With less than 20 years of service, your benefit will be calculated under Section 75-e.

2. Article 14

Tier 3: Single Life Allowance (Service Retirement Benefit)

Tier 3 members are covered under the provisions of both Tier 3 and Tier 4. The Retirement System will automatically pay whichever benefit is greater. Almost all Tier 3 members will receive a greater benefit under Tier 4 as a result of reduced Tier 4 age penalties (tier equity legislation).

- If you retire with less than 20 years of credited service, you will receive a benefit equal to $\frac{1}{60}$ th (1.66%) of your FAS for each year of credited service.
- With 20 or more years of service credit, your normal service retirement benefit will be a pension equal to $\frac{1}{50}$ th (2%) of your FAS multiplied by your years of credited service, not to exceed 30 years.

If you choose early retirement, your benefit will be reduced.

3. Article 15

Tiers 3 & 4: Single Life Allowance (Service Retirement Benefit)

- If you retire with less than 20 years of service credit, your pension will equal $\frac{1}{60}$ th (1.66%) of your final average salary for each year of service.

- With 20 to 30 years of service credit, your service retirement benefit will equal 1/50th (2%) of your FAS multiplied by your years of credited service.
- For each year of credited service beyond 30 years, the benefit will increase by 3/200ths (1.5%) of your FAS.
- With less than 30 years of credit, if you choose to retire between the ages of 55 and 62, your benefit will be subject to a benefit reduction.
- If you have 30 or more years of service, you may retire as early as age 55 without a benefit reduction.

C. Allowance for Unused Sick Leave

Subdivision (j) of Section 41 of the Retirement and Social Security Law allows a participating employer to elect to provide additional service credit toward retirement for its employees who are entitled to accumulate sick leave.

This benefit applies to all tiers of membership.

The additional service credit is available only for those members who are included in a plan established by law, rule, regulation, written order or written policy that provides for the regular earning and accumulation of sick leave.

The maximum additional service credit allowed under subdivision (j) is one hundred sixty-five (165) days. The additional service credit is applied on a workday basis (260 days = one year).

Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

To provide this benefit, the employer must file a resolution with the Retirement System attesting to the election of this benefit, for its employees who are members of the Retirement System.

D. Article 19 (Additional Retirement Credit/Elimination of Contributions)

Benefit for Tiers 1 and 2

Eligible Tier 1 and 2 members with dates of membership prior to July 27, 1976 will receive an additional month of service credit for each year of credited service they have at retirement, up to a maximum of 24 months. This additional service credit will be included in their benefit calculation at retirement.

To be eligible for an increased retirement benefit under Article 19, members must be in active service continuously from April 1, 1999 through and including October 1, 2002.

Active service means:

- Being paid on the payroll; or
- On a leave of absence with pay; or
- On an authorized leave without pay not to exceed 12 weeks; or

- Any period of time between school terms and any time between September 1, 2000 and October 1, 2000 for teachers or other employees who work the school year.

Those who are not eligible:

- Members who retire under a special 20-year plan that allows for service retirement without regard to age.
- Members in employment certified as consisting of 50 percent or more in criminal law enforcement who retire under a plan that allows for service retirement without regard to age on completion of 25 years of credited service. However, Article 19 benefits do apply to correction officers.
- Members of the New York State and Local Police and Fire Retirement System.

Benefit for Tiers 3 and 4

Eligible members will no longer have to contribute three percent of their salary to the Retirement System if they:

- Have been members of the Retirement System for at least ten years, or
- Have at least ten years of credited service.

Tier 3 and 4 employees who have not been members of the Retirement System for at least ten years or do not have ten years of credited service will have their contributions discontinued:

- During the first payroll period following their tenth anniversary, or
- When they acquire ten years of credited service, whichever is earlier.

Contributions made prior to the date they are discontinued cannot be refunded.

NOTE: Contributions or arrears payments are still required for all service prior to the date contributions are stopped. No service credit may be granted for a period prior to the stopping of contributions unless all payments for the service are made.

E. Military Service

Veterans who served in certain combat theaters or during certain periods of wartime may purchase and receive credit for up to three years of military service under Article 20 (RSSL). Once purchased, this service will be creditable in all retirement plans offered by the Retirement System.

Eligibility

Veterans must:

- Have been honorably discharged;
- Have at least five years of credited service in the Retirement System at the time of application for military service credit;
- Not have credit for this service in any other public retirement system in New York State;

- Not have a total of more than three years military service credit in all public retirement systems in New York State, including this service.

In addition, some or all of the military service must have been during one of the following periods:

- World War II (12/7/41 – 12/31/46)
- Korean War (6/27/50 – 1/31/55)
- Vietnam Era (2/28/61 – 5/7/75)
- The theater of operations include Iraq, Kuwait, Saudi Arabia, Bahrain, Qatar, United Arab Emirates, Oman, Gulf of Aden, Gulf of Oman, Persian Gulf, Red Sea, and airspace above these locations (8/2/90 – present)
- Or, if you served in one of the following military conflicts and received an Armed Forces, Navy, or Marine Corps expeditionary medal in connection with this service:
 - Lebanon (6/1/83 – 12/1/87)
 - Grenada (10/23/83 – 11/21/93)
 - Panama (12/20/89 – 1/31/90)

The Cost

It will be three percent of salary earned during the twelve months prior to making payment for the service, times the number of years of military service being claimed. If payment (lump sum or payroll deduction) does not begin within 30 days, we will need to recalculate the cost every 30 days. There will be no recalculation of the cost once payment has been made. Active members can pay for the credit in a lump sum or by payroll deduction (but not over a period longer than the period of service purchased) before retirement.

Once a payment is made, it is not refundable under any circumstances.

F. Tier Equity

Tier 3 and 4 members who retire under Article 15 of the Retirement and Social Security Law (RSSL) before age 62 and less than 30 years of service now have their benefit reduced at a lower rate than previously mandated. These new reduction rates are the same as those that apply to Tier 2 members.

Eligibility

To be eligible for the lower benefit reduction rates, Tier 3 and 4 members must retire:

- Under Article 15 (RSSL), and
- Between the ages of 55 and 62, and
- With less than 30 years of credited service.

Benefits are not reduced for members who retire at age 55 or older with at least 30 years of credited service or at age 62 with five or more years of credited service.

G. COLA

COLA is a permanent adjustment, based on the cost-of-living index, that increases the retirement allowance retirees receive from the Retirement System. This program provides an annual cost-of-living adjustment equal to 50 percent of the annual rate of inflation, for a maximum of three percent, and a minimum of one percent, for all retirees who meet the eligibility requirements.

Eligibility

To receive any COLA adjustment, retirees must be:

- Age 62 or older and retired for five or more years; or
- Age 55 or older and retired for 10 or more years (uniformed employees such as police officers, firefighters, corrections officers); or
- Receiving a disability pension from the Retirement System for five or more years.

Also eligible:

- The beneficiary (of a deceased ERS member) who has been receiving the accidental death benefit for five or more years; and
- The spouse of a deceased retiree who is receiving a lifetime allowance (under an option elected by the retiree at retirement) is entitled to one-half the COLA amount that would have been paid to the spouse, when he or she would have met the eligibility criteria.

H. Previous Service Credit

Tier 2, 3 and 4 employees have the opportunity to get retirement credit for public service performed before becoming members of the Retirement System.

APPENDIX F

WESTCHESTER COUNTY HEALTH CARE CORPORATION
DRUG TESTING PROCEDURE
FOR
NEW YORK STATE NURSES ASSOCIATION BARGAINING UNIT

Drug Testing Procedure

1. An employee shall be required to submit to urinalysis where there exists a "reasonable suspicion" to believe that it will be discovered that the employee is impaired while on the job from the use of a controlled substance or alcohol.
2. Where the employee is required to submit to such urinalysis test, the following conditions shall apply:
 - a) All procedures from the order to take such test to the testing itself shall be done in a manner to minimize embarrassment of the employee and to minimize awareness in others that such test is being required or performed.
 - b) The supervisor shall make a good faith effort to allow the employee an opportunity to consult with the Association before submitting to such test. However, no such test shall be delayed more than three (3) hours from the time the employee is ordered to take such test. During the waiting period, the employee must remain at a location designated by the Employer. Notification of the Association shall be made in the following manner: a telegram shall be sent to NYSNA's New York City office at 120 Wall Street, Floor 23, New York, New York 10005 within twenty-four (24) hours.
 - c) Subject to the above, the sampling shall be done at a location designated by the Employer, but in no case shall the lab testing be done at an Employer facility.
 - d) No member of the bargaining unit shall be required to collect the sample from the employee being tested.
 - e) The employee being tested shall have the right to an independent analysis from a lab of his/her choice from a list mutually agreed to by the parties. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by such employee. In that event, specimens shall be separately provided to the laboratory designated by the Employer and to the laboratory designated by the employee. Copies of test results if warranted shall be sent to the Association member and the Employer.
 - f) All such tests will be fully paid for by the Employer.
 - g) The following procedure shall be used to insure proper processing:
 - 1) The urine specimen shall be taken promptly with as little delay as possible.

- 2) Immediately after the specimen is collected, the individual containers shall, in the presence of the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each container and initial same.
 - 3) The specimen containers shall be placed in the transportation container after being collected. Then the transportation container shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the transportation container.
 - 4) The container shall be sent to the designated testing laboratory on that day or the soonest regular business day by courier or the fastest other method available.
- h) In the event two (2) separate tests are conducted in compliance with subsection (b) above, and the test reports by both laboratories are reported to have been positive and conclusive, the prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing. In the event an employee refuses to have the testing done by two (2) laboratories, pursuant to subsection 2(d) above, the hearing officer in a subsequent disciplinary hearing may draw a negative inference from such refusal in determining the guilt or innocence of the employee on charges of substance or alcohol abuse directly connected to the allegations which led to the testing.

All time required by the employee to take the ordered test shall be considered time worked. If an employee refuses the second (2nd) test option, such employee will be advised it could result in a negative inference.

3.

- a) Within seven (7) working days after the test, upon written request of the employee, the Association shall have the right to resolve any dispute pertaining to the reasonableness of the suspicion the Employer may have had in implementing these procedures through binding arbitration.
- b) The following arbitrators are designated to be called on a rotating basis:
 - 1)
 - 2)
 - 3)

If the arbitrator to be used is not available within twenty (20) days of the date of the grievance filed, then the arbitrator soonest available shall be designated for the hearing. The cost of the arbitrator's fee and expenses shall be shared by the parties. In the event of an arbitration hereunder, the results of the drug test(s) shall not be transmitted or communicated to the parties except by order of the arbitrator.

To the extent permissible by law, the arbitration procedure hereunder when resorted to by the employee shall be the employee's sole and exclusive remedy in the resolution of issues raised by this procedure.

No information gained through the Employee Assistance Program may be used as a basis for initiating such testing.

Reasonable suspicion means that the test will only be begun and conducted upon the basis of objective articulable facts and reasonable inferences derived from such facts.

An employee who tests positive and has no previous record of substance abuse and subsequently participates in the Employer Employee Assistance Program shall have such participation taken into consideration by the Employer on any disciplinary action relating to the original actions that caused the drug test to be administered.

APPENDIX G

July 27, 1988

Mr. Michael Wittenberg
Director of Labor Relations
Westchester County Office of
Labor Relations
148 Martine Avenue, Room 241
White Plains, NY 10601

Re: Section 3.01 Management Rights

Dear Mr. Wittenberg:

This letter will confirm that it is the understanding of the Association that during the 1988 negotiations when the Employer agreed to delete Section 3.01, Management Rights, from the contract, it did not waive any of its management rights due by law.

Sincerely,

/s/ Thomas W. Darby

Labor Relations Representative
Economic and General Welfare Program

TWD/db

APPENDIX H

MISCELLANEOUS

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated April 1, 1996 - March 31, 2001.

1. Chemo Therapy Drugs - Registered Nurses will not compound Chemo Therapy drugs.
2. Certification Budget - Course expenses for ACLS, BLS, PALS, NRP will be reimbursed by the Employer.

APPENDIX I

PARAMEDICS

Usage of paramedics as part of the Westchester Medical Center Critical Care Transport Teams.

1. Prior to March 10, 1995, all Westchester Medical Center Critical Care Transport Teams (STAT Teams) were staffed solely by NYSNA RNs.
2. Prior to March 10, 1995, the Employer and the Association bargained over the issue of Paramedics to participate as a member of STAT Team.
3. On March 10, 1995, the Employer and the Association agreed that Paramedics could participate on STAT Teams, but only if at least one (1) NYSNA RN was a member of any team that was dispatched to administer patient care.
4. In no case will Westchester Medical Center Critical Care Transport Teams (STAT Teams) be utilized without a NYSNA represented Registered Nurse being an active participating member of that team.

APPENDIX J

WESTCHESTER COUNTY HEALTH CARE CORPORATION

CLARIFICATION OF LAYOFF LANGUAGE

- A.
 - 1. Once the Employer gives the Association 45 days notice, it will as soon as possible make available to the affected employee two (2) lists. The first list (list 1) will consist of all bargaining unit vacancies (the Employer intends to fill) that are not in the clinical divisions being affected. The second list (list 2) will be the least seniority list that is described in the contract, consist of vacancies, probationary employees, and least senior employees in the affected clinical division.
 - 2. Employees will have 72 hours after receipt of both lists to decide if they want a vacancy from list 1. Thereafter, list 2 will be modified to reflect any list 1 decisions and the layoff procedure will proceed.
 - 3. List 1 conflicts are resolved by seniority. Most senior first choice.
- B.
 - 1. Displaced employees in titles other than Staff Nurse have the right to bump within their title if they have the ability to fill the position. Promotional titles within the same clinical division are automatically assumed to have the ability to fill the positions.

APPENDIX K

WESTCHESTER COUNTY HEALTH CARE CORPORATION

STAFFING DURING A WEATHER EMERGENCY

1. The declaration of a weather emergency during normal working hours as it pertains to the Medical Center is the sole decision of the President/CEO and/or his designee. During off-shift and on weekends, that determination will be made by the Administrator On-Call in conjunction with the Senior Vice President of Patient Care Services in consultation with the President/CEO.
2. Essential personnel are all Nursing personnel.
3. Once a weather emergency has been declared, all staff must remain at their assigned duty unless they are told by a supervisor that they may leave. The Nursing Care Coordinator will receive direction from the Senior Vice President of Patient Care Services or designee.
4. The charge nurse who believes inclement weather is imminent should receive direction from a supervisor before staff leaves. Staff may receive a call from the NCC requiring them to stay on duty until released by the NCC.
5. All staff are expected to have contingency plans in case of a weather emergency, i.e., child care, transportation, etc.
6. Special parking arrangements will be made under the direction of the Emergency Preparedness Manager for the duration of the weather emergency.

IMPLEMENTATION

1. In a weather emergency, staff must call in to an NCC to advise if they anticipate any problems reporting for their scheduled shift prior to the beginning of their regularly scheduled shift. Calls which come in to the unit must be immediately referred to the NCC.
2. Staff are expected to make all efforts to get in to work as soon as possible.
3. Staff who find co-workers who will do the shift for them must notify the NCC of the switch, and receive approval.
4. Any employees not scheduled to work who feel they can come in should call the NCC.
5. After declaration of weather emergency, nursing leadership will convene an informational meeting with a representative from each unit.
6. The NCC will periodically update the Senior Vice President of Patient Care Services or designee on the status of staffing and related nursing issues.

7. One hour before the start of the next shift, the NCC will notify all nursing units of anticipated delays in arrival.
8. The charge nurse on each unit will notify the NCC as incoming staff arrive.
9. Incoming staff will be equitably distributed among the units by NCC to provide safe patient care.
10. The ANCC or designee will canvass off-duty staff to be available for work in anticipation of or during a weather emergency.
11. The ANCC or designee will call employees scheduled for the next shift to request them to volunteer to come in up to four (4) hours early to provide relief.
12. All available resources will be used to call staff in to work, including supervising hospital clerks (SHCs), main nursing office personnel, etc. On weekends, SHC should be contacted to assess whether additional unit clerks should be called in.
13. Staff will be released only by NCC based on predicted relief by incoming staff. Consideration will be given to how long a staff member has been working and every attempt will be made to treat staff equitably.
14. Determination that a weather emergency no longer exists will be made by the on-site Snow Emergency Team in conjunction with the President/CEO.
15. All staff unable to report to duty may be assigned to work a make-up shift to cover employees who worked overtime hours during the emergency for a period of no longer than two (2) weeks from the time of the emergency.
16. Exceptions to this policy are at the discretion of Nursing Administration based on hardship, unusual circumstances, patient care needs, hours of operation, etc.

APPENDIX L

WESTCHESTER COUNTY HEALTH CARE CORPORATION

STAT TEAM

1. Employees working on the STAT Team prior to February 15, 1997, who have been required to report to the Orange County base will receive the IRS Mileage rate reimbursement for each mile driven to and from the Orange County base that is in excess of the round trip mileage the employee normally drives to the Westchester Medical Center Campus. Payment will be retroactive to February 15, 1997.
2. Effective calendar year 2002, Employer will provide for an annual hearing test to be given to employees assigned to the STAT Flight Team.

APPENDIX M

WESTCHESTER COUNTY HEALTH CARE CORPORATION

PART-TIME POSITIONS

Effective June 5, 2002, the Employer will first offer to the incumbent full-time employees existing part-time positions as they become vacant. Newly created part-time positions will be offered to non-incumbents and incumbents on an alternating basis.

APPENDIX N

OPERATING ROOM NURSE (ORN)

Effective January 1, 1996, all employees who transfer or are newly employed as regular full-time or part-time employees in the title of Operating Room Nurse (ORN) will be compensated at the N1 level.

All regular full-time and part-time employees in the ORN title prior to January 1, 1996, will be grandfathered on the N2 salary level. These employees will continue to receive all N2 level increases in the future.

Once a grandfathered employee resigns or transfers from the ORN title N2 salary position, they will not be eligible to receive it again.

Employees in the ORN title N2 salary position may volunteer to transfer to the N1 level in order to be eligible for the clinical ladder.

APPENDIX O

WESTCHESTER COUNTY HEALTH CARE CORPORATION

HEALTH BENEFITS

Effective January 1, 1999, the following changes to the POMCO Plan will go into effect. All other plans remain unchanged.

1. Addition of Pinnacle option, which provides a no-cost usage of Pinnacle hospitals and providers.
2. Co-pay increase from \$8 to \$10 per visit.
3. Prescription Plan - \$5 Generic and \$7 Brand Name.
4. Deductible - \$200 per person, \$600 maximum.
5. Annual out-of-pocket expense capped at \$2,500 per year.
6. E.R. visits - \$25 charge, if not admitted.

Effective September 1, 2002, the following changes to the POMCO Plan will go into effect. All other plan provisions remain unchanged.

- 1 Co-payments for Primary Network increase from \$0 to \$5 per visit.
2. Co-payments for Regional Network increase from \$10 to \$15 per visit.
3. There shall be a co-payment limit of \$30 per covered person per event (all services by same Provider on same day).
4. Prescription Plan – Increase in co-payments for generic drugs from \$5 to \$7. Increase in co-payments for brand drugs from \$7 to \$10.
5. Any employee who elects to opt out of the Westchester County Health Corporation's health plan (POMCO) based on enrollment/coverage under a spouse's health plan shall receive an annual payment of \$400 for opting out of individual coverage and \$650 for opting out of family coverage. Any employee who opts out of the Westchester Health Care Corporation's health plan (POMCO) due to coverage under a spouse's health plan may only be re-enrolled in the Westchester County Health Care Corporation's plan if there is loss of health plan coverage by the spouse.

APPENDIX P

LAG PAYROLL

The Employer and the Union have spent significant time discussing the issues associated with the installation of an automated system that will include modules for the administration of (1) Time and Attendance, (2) Scheduling, (3) Human Resources, (4) Fringe Benefits and (5) Payroll.

In an effort to improve the timeliness and accuracy of the payroll, in addition to an increased level of consistency in the administration and interpretation of the respective Collective Bargaining Agreements, the Employer has proposed moving from the current "Future" payroll to a "Lag" payroll. The Employer and the Union have discussed the impact of this move and have agreed on the following transition:

- The Employer projects a "go live" date on or around November 1, 2005. In the event there is a change in the date, the Employer will advise the Union at least thirty (30) days prior to the revised "go live" date;
- In order to facilitate a smooth transition to the lag payroll, the Employer will delay payment of all hours worked by each individual employee during the second week of the first full payroll period following the "go live" date and pay out those hours on the first pay date following the close of the pay period. (see attached exhibit as an illustration);
- This one time "delay" will create a one week period where no regular pay will be generated. In order to ease the transition for employees, the Employer and the Union agree to allow each individual employee the option to use accumulated benefit time that may be combined with contractual lump sum options to generate a pay for each full-time employee equal to 37.5 hours of base pay (including shift differential if the employee normally receives shift differential);
- Part-time employees will have the opportunity to generate one week of base pay (including shift differential if the employee normally receives shift differential) equal to the average number of hours worked (including paid time off) between July 1, 2005 and September 30, 2005;
- At least thirty (30) days prior to the "go live" date each employee will be given the opportunity to select, from the options below, including any combination of options not to exceed three (3), how they would prefer to cover the one week lag. These options will include:
 - The lump sum payment bargained in the 2005 contract settlement
 - Uniform Allowance (scheduled for January 2006)
 - Banked Annual Leave (vacation)
 - Banked Supplemental Time
 - Banked Holiday Time
 - Up to 37.5 hours of sick time
 - No pay
- In the event the employee fails to respond in writing and by the due date to the options listed above, the Employer will fund the lag week for each employee following the steps outlined below, and in the order outlined, until enough dollars are accumulated for each employee to equal their scheduled pay for one week. New York State Nurses Association

will receive a list of employees who have not responded in writing at least two weeks before the Employer funds the lag week:

- The lump sum payment bargained in the 2005 contract settlement
 - Uniform Allowance (scheduled for 2006)
 - Banked Supplemental Time
 - Banked Holiday Time
 - Up to 37.5 hours of sick time
 - Banked Annual Leave
- In the event the Employer completes the entire series of steps and the accumulated dollars are less than the employee's normal one week pay, then the Employer will fund the difference up to the employee's normal pay. This negative funding will be automatically deducted from the employee's future leave time as it is earned until such time the negative balance becomes zero. If the employee leaves the Organization with a negative balance, the dollars needed to bring the negative balance to zero will be withheld from the employee's last paycheck;
 - At termination, the employee will be paid out in accordance with the terms of the Collective Bargaining Agreement and will include pay for all hours worked through and including the last day worked prior to employment termination.

This Exhibit is an illustration of how the pay lag would be implemented. This illustration assumes a conversion date of November 1, 2005:

Pay Period	Pay Period Start	Pay Period End	Current Pay Check Date
20	09/25/05	10/08/05	10/06/05
21	10/09/05	10/22/05	10/20/05
22	10/23/05	10/29/05	11/03/05
22	Lag	1 Week Pay	11/03/05
23	10/30/05	11/12/05	11/17/07
24	11/13/05	11/26/05	12/01/05
25	11/27/05	12/10/05	12/15/05
26	12/11/05	12/24/05	12/29/05
1	12/25/05	01/07/06	01/12/06

Appendix Q

KRONOS

There will be a Kronos Committee composed of Association and Management representatives to discuss and resolve issues that arise from the implementation and use of the Kronos system. Either party may request a meeting by supplying an agenda and requesting the presence of appropriate representatives who can best resolve the issues. Failure to resolve a mandatory subject of bargaining will be subject to the grievance and arbitration provision of the contract.

There shall be no disciplinary action based on Kronos records for Registered Nurses who stay beyond their shift in order to complete their required work.

Appendix R
SETTLEMENT AGREEMENT

STAT TEAM


This Agreement is entered into by and between the New York State Nurses Association (NYSNA) and Westchester County Health Care Corporation (WCHCC) to resolve a dispute between them regarding the Critical Care Transport Team ("STAT team") employed at Westchester Medical Center. The parties agree as follows:

1. Before NYSNA-represented nurses (RNs) resume providing care during air transport of neonatal and pediatric patients, WCHCC will provide each STAT Team RN with:
 - (a.) Three (3) new Nomex fire retardant uniforms, one (1) appropriate helmet (new or refurbished at WCHCC's discretion), one (1) new pair of all leather boots, and one (1) new winter jacket. Thereafter, WCHCC shall replace helmets should they become damaged or unsafe for protection. Otherwise, Article 7.09 B of the collective bargaining agreement shall prevail; and.
 - (b.) Helicopter safety training. Thereafter, such training shall be provided at least once a year and to any RN newly assigned to the STAT Team before he/she flies.
2. WCHCC will obtain accidental death and dismemberment insurance in the amount of one million (\$1,000,000) dollars per Registered Nurse/three million (\$3,000,000) dollars aggregate per accident, to NYSNA-represented STAT team members only, coverage to be determined according to the policy provisions. Each STAT Team RN shall receive a copy of the group death and dismemberment insurance policy and policy number before the resumption of air transports and annually thereafter.
3. To NYSNA-represented members of the STAT team (and if applicable their dependants/family) who are disabled as a result of an accident involving the ground ambulance or helicopter/air transports, WCHCC will provide continued health insurance benefits for a total of one (1) year, in the event that health insurance benefits otherwise terminate in a shorter time by operation of the provisions of the collective bargaining agreement and/or due to an exhaustion of the employee's available leave balances (See Articles 9.02 & 9.03). WCHCC's Benefits Department will assist the disabled RN (and if applicable their dependants/family) in applying for any applicable and available State and Federal benefits or other benefits available pursuant to WCHCC policy and the collective bargaining agreement.
4. WCHCC's Medical Director will be responsible for quality assurance and for preparing and maintaining written protocols and written nurse credentialing as required to perform the duties of critical care transport. To the extent a violation of this paragraph #4 also constitutes a violation of substantive law, the violation is subject to grievance but not arbitration under the parties Collective Bargaining Agreement. All other violations are subject to the full grievance and arbitration provision of the Collective Bargaining Agreement.
5. When the STAT team responds to a pediatric or neonatal transport, by ground or air, at least one (1) RN will be a member of that transport team. The skill mix of the clinical

members of the remaining STAT team who respond to a particular pediatric or neonatal transport call will be determined by the Westchester Medical Center attending physician accepting the patient and requesting the transport.

6. RNs will be scheduled to cover STAT team transports in twelve (12)-hour shifts. STAT Team RNs will be supervised by and report to WCHCC nursing supervision and nursing administration.
7. Consistent with helicopter and hospital safety training members of the STAT team and helicopter/ambulance crew are expected to call a "time out" to discuss and resolve safety issues.
8. The Parties agree that the STAT team's primary function is to timely respond to requests for transports. Assignments to other duties will be made taking into account the STAT team's primary function and responsibilities. In the event a STAT Team member is performing non-transport duties and a request for transport is made, the parties agree that the STAT Team member is to respond immediately to the transport request.
9. This Settlement Agreement is not precedent setting nor does it apply to any employee other than members of the STAT team.
10. Upon execution of this Agreement and WCHCC's performance of obligations described in Paragraphs 1, 2 and 3, NYSNA shall withdraw the Improper Practice Charge filed in PERB Case No. U-27862.

**Westchester County
Health Care Corporation**

By  Chris Carmona, RN, PhD

Title SVP / CNO

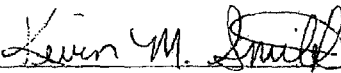
Date 2/10/08

By 

Title Director of Labor Relations

Date 2/14/08

New York State Nurses Association

By  Kevin M. Smith

Title Nursing Representative

Date 2/21/08

Appendix S

CLINICAL LADDER GUIDELINES

9/6/88

Agreed 9/6/88

PROPOSAL FOR CLINICAL LADDER

As per agreement between the County of Westchester and the NYSNA this joint committee was formed for the purpose of investigating and examining the establishment of a clinical ladder for N-1 staff nurses at Westchester County Medical Center.

A clinical ladder will provide a professional approach to job satisfaction, retention and recognition of excellence in nursing practice.

Advancement on a clinical ladder is a process for recognition of an N-1 staff nurse who demonstrates an exceptional level of holistic nursing practice. Advancement on the clinical ladder is an achievement, not an expectation. It is to be used as a vehicle for growth and opportunity for the nurse. It is not intended to replace annual increments, rather to serve as a bonus.

Labor Management Committee

Cheryl Gainer

Chris Calzolari

Rose Dempsey

Peg Gallagher

Maria Hayes

Chris Huber

Anne McKiernan

Pat Meehan

Gina Orlandi

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Department of Nursing

9/2/88

Include list of certifications

Clinical Ladder Committee Structure/Method of Approval

Five clinical ladder divisional committees will be formed to screen staff applications and make recommendations for appointment.

1.

Psychiatry/Corrections

2.

Critical Care/Specialty (Recovery Room, etc.)

3.

Ambulatory Services/Renal

4.

Medical-Surgical/RTI

5.

Maternal-Child/MRI

Clinical Ladder Core Committee with one representative from each of five sub-committees plus nursing administration representatives who will refine the existing proposal.

Committees will meet every six months.

The Committees will consist of one Deputy Director of Nursing, as an ex-officio member, one Nursing Care Coordinator or Assistant Nursing Care Coordinator and two staff nurses from the divisional area, plus one alternate from each sub-committee, all of whom will be appointed by the Director of Nursing. The quality assurance component regarding evaluation

– **Discipline counseling** of nursing practice will be conducted by the Deputy Director of Nursing who is charged with reviewing the employee profile.
Appointments to the Clinical Ladder are made by the Director of Nursing whose decision is final and will be for a two-year term.

At the end of the term, skills will be re-evaluated and the staff member re-applies. If an N-1 staff nurse transfers into another clinical division, the appointment expires after one year. Re-appointment will occur by following a similar application process.

Committee will meet every six months starting with 1st appointment on 4/3/89.

DNN NCC

ANCC/ASNCC

(2) NP

1 Alternate/Subcommittee

Clinical Ladder Core

(1) Representative from each of 5 committee

Make decisions regarding refinement

PAYMENT OF DIFFERENTIAL FOR APPOINTMENT TO CLINICAL LADDER

It is recommended that a differential be awarded annually to Clinical Ladder nurses. Once appointed to the Clinical Ladder, and NP III will receive a differential of \$1,250.00/annum and an NP IV will receive \$2,000.00/annum. Appointments shall be effective April 3rd, 1989.

A minimum percentage of staff nurses shall be appointed to the Clinical Ladder if they are determined by the committee to be qualified. That percentage shall be the same for each of the five clinical division committees.

That percentage shall be as follows.

NP III At least 10% of N-1's

NP IV At least 5% of N-1's

**TITLES AND CRITERIA OF RN'S AT WESTCHESTER COUNTY MEDICAL CENTER
INCORPORATING THE CLINICAL LADDER**

NP I New graduate nurse.

This is a temporary position until person is licensed.

NP II Requires New York State Licensure.

This is the current baseline for all nurses at Westchester County Medical Center. The nurse may elect to stay in this position or apply for an advancement on the ladder.

NP III **Requires:**

New York State Licensure

Outstanding EPA

Validation of Competency in Basic Clinical Skills

60 credits toward BNS plus certification

Or

75 credits towards BSN, no certification

10 CEU's/year (e.g. Grand Rounds = 1 CEU)

6 points in-services (i.e. 1 point – 40 minutes)

Preceptorship – completed formal class and demonstrated willingness to precept.

24 months nursing experience, 6 months of which must be at Westchester County Medical Center

NP IV **Requires:**

New York State Licensure.

Outstanding EPA

Validation of competency in Basic and Advanced (if required) clinical skills.

BSN

Certification

15 CEU's/year (e.g. Grand Rounds = 1 CEU)

9 points in-services (i.e. 1 point - 40 minutes)

Preceptorship – completed formal class and has precepted effectively.

48 months nursing experience; 6 months of which must be at Westchester County Medical Center.

CRITERIA/MEASURING CLINICAL SKILLS

Under the criteria for NP III and NP IV an outstanding employee performance appraisal is required. The process for assessing and validating this ability will include the assignment of a weighting scale to the EPA. The methodology for the rating scale will be determined by the Clinical Ladder committee. This rating scale will carry a minimum point requirement.

Standards of nursing practice for each clinical area are reflected in the EPA and shall obtain a higher rating than other behaviors.

Recognizing that different skills are required in the varied areas of nursing practices; two methods may be utilized to validate an applicant's skill competency.

Tools will be developed the **by sub-committee** for either a prescribed list of competency skills which a staff member demonstrates for a qualified clinical expert, or on-site evaluation of critical clinical behaviors in a select patient population.

These tools will have a rating scale built in for which points achieved are to be used towards total score for determination of clinical competency.

These skills must be validated each time an individual re-applies for the appointment to the ladder.

An NP IV must have validation of any advanced skills in the area of practice (if required) in addition to basic skills.

Core committee will assign (#'s weigh) to EPA.

Return demo of clinical performance.

APPLICATION PROCESS

Overview-Statement and Purpose:

Advancement on the WCMC clinical ladder may be attained by the staff nurse who demonstrates excellence in clinical nursing practice. Placement and ultimate position on the ladder is considered a differential, not a promotional opportunity.

The Clinical Ladder was developed by a joint labor-management committee with the goal of providing incentive, reward and recognition for the excellent bedside nurse.

The Process:

1.

You must be practicing for a minimum of 6 months at WCMC in a clinical area and have 24 months nursing experience prior to applying for advancement to Level III and 48 months for Level IV.

2.

Submit in writing your application for advancement to Clinical Ladder Review Committee and state the level you are applying for.

3.

You will need to provide the committee with the following:

A. Complete application form.

B. It is required that you submit copies of:

- Professional resume (including work experience.)
-

Completed competency list of basic clinical skills; if you're applying skills (if required in your area)

• Your employee performance appraisal. If the EPA is more than 6 months old your ANCC should attest that your performance has remained consistent.

• Staff Education Record and evidence of participation in Continuing Education and In-service.

• Certifications.

• Educational validation (e.g. BSN or proof of credit requirement.)

• Evidence of completion of preceptorship.

• Time Leave balances.

• C.

It is your option to submit any material you feel would assist the committee in determining your eligibility.

• Evidence of Committee participation.

• Recipient of professional or recognition awards.

• Unsolicited patient letter of commendations

• Unit level in-service presentation synopsis.

• Formulation of standardized Nursing Care Plan for specific patient or unique patient population.

• Evidence of research participation.

• Professional membership

• Publications

• Contribution to procedure development

APPLICATION FOR CLINICAL LADDER

Name: _____ Date: _____

Unit: _____ Date of Employment: _____

Applied for level (circle one): Level III

Level IV

Check supportive documentation submitted: (No originals please)

_____ Competency List (s) of Clinical Skills

_____ EPA Date completed: _____

_____ Staff Ed Record

_____ Certification

_____ Education Validation

_____ Evidence of completion of preceptorship

_____ Resume

_____ Letters of commendation

_____ Committee work

_____ Professional awards/recognition

_____ In-service presentations

_____ Evidence of research participation

_____ Professional Membership

- _____ Publication
- _____ Nursing Care Plan formulation
- _____ Contribution to procedure development
- _____ Time/Leave balances
- _____ Other – Please be specific: _____

ANCC comments regarding EPA: _____

Signature of Application

**RECOMMENDATION FOR COMMITTEE IN DETERMINING INFLUENTIAL FACTORS
Influential Factors Weighting Scale***

1. Committee Participation 1
2. Professional Organizations – Active Member 1
3. Award recipient – Nursing or Health Related 1
4. Present Nursing Grand Rounds 2
5. Unit level in-service presentations: 2
 - (a) Lecture
 - (b) Journal Rounds
 - (c) Drug Rounds
 - (d) Patient Presentation
 - (e) Standard Care Plan
 - (f) Development of Patient Education Tools
6. Teaching – Staff/Faculty 2
7. Research: 3
 - Initiation of Non-Required Nursing Research or Participation in Active Research
 8. Publications 3
 1. Author
 2. Co-author
 3. Contributor

*Point value ranging from 1 – 3, 3 being highest score.

GUIDELINES FOR INTERPRETATION OF NURSING RESEARCH ACTIVITIES

- Participation in research activities or execution of research activities.
- Utilization of research findings in practice.
- Identifies and communicates researchable patient problems.
- Actively participates in clinical research.

- Investigates methods of delivering care.

- Assists staff in interpreting and implementing research findings

GUIDELINES FOR INTERPRETATION OF UNIT LEVEL ACTIVITIES

- Development of new flow sheets, report sheets, kardex, etc.

- Sharing of articles (journal club).

- Creativity i.e., dressing techniques and procedures, mechanisms, patient education materials.

•
Initiation of nursing rounds

•
Development of standardized Nursing Care Plan.

•
Quality Assurance participation

APPOINTMENT TO CLINICAL LADDER LETTER

Date: _____

Dear _____ (new title) NP III

It is a pleasure that I confer upon you the title of NP III in recognition of your excellence in practice at the bedside. Your appointment is from _____ to _____.

I encourage you to display your new title with pride and utilize your designation as an outstanding staff nurse in your written communications.

Congratulations and best wishes for your continued success.

Sincerely,

Cheryl Gainer, RN, MS

Associate Hospital Director

Nursing Services and Education

APPOINTMENT TO CLINICAL LADDER LETTER

Date: _____

Dear _____ (new title) NP IV

It is a pleasure that I confer upon you the title of NP IV in recognition of your excellence in practice at the bedside. Your appointment is from _____ to _____.

I encourage you to display your new title with pride and utilize your designation as an outstanding staff nurse in your written communications.

Congratulations and best wishes for your continued success.

Sincerely,

Cheryl Gainer, RN, MS

Associate Hospital Director

Nursing Services and Education

PAYMENT OF DIFFERENTIAL FOR APPOINTMENT TO CLINICAL LADDER

It is recommended that a differential be awarded annually to Clinical Ladder nurses. Once appointed to the Clinical Ladder, and NP IV will receive a differential of \$1,250.00/annum and an NP IV will receive \$2,500.00/annum. Appointments shall be effective April 3rd, 1989. **Six months thereafter.**

A minimum percentage of staff nurses shall be appointed to the Clinical Ladder if they are determined by the committee to be qualified. That percentage shall be the same for each of the five clinical division committees.

That percentage shall be as follows.

NP III At least 10% of N-1's

NP IV At least 5% of N-1's

MATRIX DEMONSTRATING CLINICAL LADDER SALARIES

NYSNA - N1 STEP 1 STEP 2 STEP 3 STEP 4

NP 1 29,500

NP 2 30,055 31,400 32,825 34,600

NP 3 (+1,250) 31,305 32,650 34,075 35,850

NP 4 (+2,500) 32,555 33,900 35,325 37,100

CHARGE NURSE

N 2 30,980 32,975 34,690 36,425

HEAD NURSE

N 3 32,925 34,865 36,755 38,680

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Appendix T

POST-PROBATIONARY PROGRESSIVE DISCIPLINE PROCEDURE

STATEMENT AND PURPOSE:

This policy is in effect to prescribe guidelines and to provide a mechanism for achieving maximum employee performance. It is the policy of this institution to ensure consistent equitable treatment of its employees, both in the application of Nurse Practice Standards and the initiation of disciplinary action.

Disciplinary action shall be taken with strict adherence to objectivity, impartiality, fairness, understanding, and sound supervisory/managerial judgment.

SCOPE:

These guidelines apply to all RNs at WMC.

SIGNIFICANT PRINCIPLES:

- a) Under all circumstances the health and welfare of patients will be strictly safeguarded.
- b) Disciplinary action must be taken in accordance with applicable statutes, rules, regulations and collective bargaining agreements.
- c) Reasonable care must be exercised in the assessment of a penalty; the penalty shall be consistent with the nature and severity of the charges.

IMPLEMENTATION:

The following guidelines have been developed jointly by Nursing Management and NYSNA bargaining unit representatives in an effort to standardize a fair method of discipline.

COACHING/COUNSELING SESSIONS:

These sessions may be oral or written; they are not considered disciplinary. They are intended to help identify goals and clarify expectations. A full explanation of what is necessary to remedy the situation should be clearly stated.

Coaching/Counseling Sessions may be done by, Nursing Managers/NCCs, Vice President, Patient Care Services or Director of Nursing (Service Line). The sessions should be conducted privately. The employee shall have the right to NYSNA representation.*

If the session is oral, an anecdotal record may be kept with a copy provided to the employee. If the session is written, the original Conference Session document will go into the employee's unit folder and a copy will be provided to the employee. Goals and expectations should be clearly outlined. Space shall be provided for the employee's response. Written counseling maybe referenced as part of the progress disciplinary procedure.

Anecdotal records and written counseling records are void and shall be removed from the employee's unit folder after one (1) year, or the employee's evaluation that occurs no less than 6 months from the date of coaching/counseling, whichever comes first.

FORMAL DISCIPLINE:

Formal discipline is the responsibility of senior management and all disciplinary actions are subject to the grievance mechanism.

a) Written Reprimand:

A written reprimand is to be considered in and of itself discipline. The Vice President, Patient Care Services or Director of Nursing (Service Line), in collaboration with the Nurse Manager/NCC, will write and administer the reprimand (the Nurse Manager's role shall be limited to fact finding). The written reprimand shall be delivered to the employee by the Vice President, Patient Care Services or Director of Nursing (Service Line), with a copy to the employee's file, the NYSNA Nursing Representative, the NYSNA Chairperson/President and the NYSNA Release-Time Representative. The reprimand may concern a matter for which counseling sessions have previously been held or following a first time occurrence, depending on the seriousness of the infraction.

The employee will be asked to meet with the Vice President, Patient Care Services or Sr. Vice President, Director of Nursing (Service Line) to discuss the facts related to the specific incident. The employee shall have prior knowledge of the topic to be discussed. The employee shall have the right to NYSNA representation at any meetings of a disciplinary nature.*

The written reprimand shall be finalized within five (5) working days of the meeting unless it is mutually agreed to extend the time limits. Space shall be provided for employee's response. This response shall be submitted within five (5) workdays from the time the employee received the reprimand.

The written reprimand is void and shall be removed from the employee's file 18 months after the date of the initial conference with management.

b) Suspension/Termination:

A meeting will be held with the employee by the Nurse Manager/NCC, and Vice President, Patient Care Services or Director of Nursing (Service Line) or the Sr. Vice President, Patient Care Services/CNO. The employee shall have a NYSNA representative present and shall have knowledge of what will be discussed prior to the meeting.

In the event of an investigation or fact finding, notice of the outcome of such investigation or fact finding must be given to the NYSNA Nursing Representative, the NYSNA Chairperson/President and the NYSNA Release-Time Representative within 48 hours of the outcome.

Penalty imposed shall be reflected in writing to the employee within five (5) workdays of notification, with a copy to the employee's file, the NYSNA Nursing Representative, the NYSNA Chairperson/President and the NYSNA Release-Time Representative. This will not affect the 30 day grievance period. The suspension or termination letter will be prepared by the appropriate Vice President and Labor Relations and signed by CEO. CEO is not required nor expected to participate in fact-finding or grievance and arbitration proceedings.

All records reflecting penalties other than termination are void and shall be removed from the employee's file 18 months after the date the penalty is imposed.

Terminations shall become a permanent part of the employee's record, unless successfully contested, in which case the record shall be purged.

**SUMMARY OF POST-PROBATIONARY
PROGRESSIVE DISCIPLINE PROCEDURE**

ACTION	DOCUMENTATION	PREPARED & ADMINISTERED BY	MEETING PARTICIPANTS
Non-Disciplinary Coaching/Counseling (oral or written)	May be oral or written. If written, original placed in unit folder with copy to employee. Void after one year or employee evaluation that occurs no less than 6 months of the date of coaching/counseling, whichever comes first.	Nurse Manager/NCC or Director of Nursing (Service Line) or Vice President, Patient Care Services	Nurse Manager/NCC or Director of Nursing (Service Line) or Vice President, Patient Care Services, employee, a NYSNA representative (may also include additional Nurse Manager/NCC as part of mentoring process, if appropriate)
Written Reprimand	Written, with copy to Employee Personnel File, employee, the NYSNA Nursing Representative, the NYSNA Chairperson/President, and the NYSNA Release-Time Representative. Document is void after 18 months and must be removed at the employee's request.	Vice President, Patient Care Services or Director of Nursing (Service Line), in collaboration with Nurse Manager/NCC (Nurse Manager or appropriate Supervisor may participate in fact gathering). Document prepared and delivered to employee by Director of Nursing (Service Line) or Vice President, Patient Care Services.	Director of Nursing (Service Line) or Vice President, Patient Care Services, Nurse Manager/NCC, employee and a NYSNA representative
Suspension/Termination*	Letter to employee from CEO**, with copy to NYSNA Nursing Representative. Occurs after completion of an investigation or fact finding. Notice to NYSNA Nursing Representative, NYSNA Chairperson/President and the NYSNA Release-Time Representative within 48 hours of outcome of investigation/fact finding. Suspension letter must be removed after 18 months on employee's request.	CNO & Appropriate Vice President and Labor Relations and signed by CEO	Nurse Manager/NCC, Sr. Vice President, Patient Care Services/CNO or Vice President, Patient Care Services, a NYSNA representative, employee, Labor Relations Representative, if necessary

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* Probationary termination letters are prepared by Labor Relations and administered by Senior Nursing Administration or Labor Relations.

** CEO is not required nor expected to participate in fact-finding or grievance and arbitration proceedings.

Appendix U

May 5, 2008

Michelle Green
Labor Relations Representative
New York State Nurses Association
120 Wall Street, Floor 23
New York, New York 10005

Re: Changes to Post-Retiree Health Benefits

Dear Ms. Green:

The purpose of this letter is to memorialize changes in the eligibility requirements for Post-Retiree Health Benefits provided to Westchester County Health Care Corporation ("WCHCC") employees represented by NYSNA and to describe the process for reimbursement of out-of-pocket costs, if any, incurred by such employees. The plan of Post-Retiree Health Benefits is not changing, only the eligibility for and funding of such benefits.

Presently, WCHCC employees, including NYSNA-represented employees, are eligible for no-cost continuation on their individual Post-Retiree Health Benefits if they have worked for WCHCC for at least five (5) years and, at the time of separation from employment with WCHCC, are eligible to receive a pension from the New York State Retirement System. WCHCC also pays 80% of the difference between the premium cost of family and individual coverage of such benefits for the employee's spouse/domestic partner and any eligible dependents. Nothing contained in this letter shall change, in any way, the Post-Retiree Health Benefits provided by WCHCC to employees who retired after January 1, 1998 through March 31, 2006.

NYSNA and WCHCC agree that effective April 1, 2006, the eligibility for Post-Retiree Health Benefits, as described in the preceding paragraph, are amended as follows:

- I. For all NYSNA-represented employees hired by WCHCC prior to January 1, 2007:
 - A. Rule of 85: (Employees who (i) resign from WCHCC, (a) and at the time of separation are eligible to received a pension from the New York State Retirement System *and* (b) whose years of service and age at time of separation of employment with WCHCC equal or exceed 85 or (ii) as of January 1, 2007, have five (5) years of service and are 55 years of age or more)

WCHCC will pay for 100% of the premium cost for individual coverage
WCHCC will pay for 80% of the difference between the premium cost of family and individual coverage for spousal and eligible dependent coverage
 - B. Rule of 75: (Employees who separate from employment from WCHCC with at least 15 years service at WCHCC *and* are eligible for a pension from the New York State Retirement System *and* whose years of service and age at time of separation from employment equal or exceed 75)

WCHCC will pay for 75% of the premium cost for the individual coverage
WCHCC will pay for 50% of the difference between the premium cost of family and individual coverage for spousal and eligible dependent coverage

- C. Employees with more than five (5) years of service, but who do not meet either the Rule of 75 or the Rule of 85:

WMC will pay for 50% of the premium cost for individual
WMC will pay for 25% of the difference between the premium cost of family and individual coverage for spousal and eligible dependent coverage.

For purposes of this Section II, service years may be continuous or non-continuous.

- ii. For all NYSNA represented employees hired by WCHCC on or after January 1, 2007:
- A. To be eligible for continuation of health benefits after retirement, employees hired on or after January 1, 2007, must first work for WCHCC, on a continuous or non-continuous basis, for twenty (20) years.
- B. Once a NYSNA represented employee has satisfied the years of service requirement as per Paragraph II.A, the employee is then entitled to coverage under the rules outlined in Paragraphs I.A-C, above.

- III. Reimbursement for out-of-pocket costs:

To the extent a NYSNA-represented employee who retires is required to pay a percentage of the premium for Post-Retiree Health Benefits under Sections I and II.B that the employee would not have paid under the post-retiree practices in effect prior to April 1, 2006, such payments may be made on either a monthly or quarterly basis. After making such monthly or quarterly premium payment, the employee may submit proof of such payment to WCHCC and WCHCC will, within thirty (30) days after such submission, reimburse such out-of-pocket expenses from a Voluntary Employment Benefit Association trust fund or such other vehicle as WCHCC believes to be appropriate. Such trust fund will be funded by WCHCC so as to have sufficient funds available to make any such reimbursements as are required by this agreement. Should a retiree have a hardship making it difficult to make such out-of-pocket payments, the retiree may petition WCHCC to waive as many monthly or quarterly payments as he or she believes necessary. WCHCC may require the employee to present personal financial information in support of this petition. WCHCC may, in its sole discretion, and not subject to grievance or arbitration, grant or deny such hardship petition.

- IV. Notification by WCHCC to NYSNA represented employees at Retirement

Upon receiving notification by a NYSNA-represented employee that he/she intends to retire, WCHCC will provide such member with written notification that sets forth the Employer's obligation to provide these benefits and any payment obligation of the retiree.

- V. Modifications to the Post Retirement Health Benefit

Neither party shall make any changes or modifications to the benefits provided herein without the agreement of the other party.

Very truly yours,

Michael Israel

Appendix V

Pharmacy Committee

The Parties agree to establish a committee to discuss enhanced utilization of the Employee Pharmacy.

The Committee's charge includes making recommendations concerning availability of service, convenience and cost to the employee

The Committee shall consist of an equal representation of Administration and the Association.

New York State Nurses Association

11 Cornell Road, Latham, NY 12110 • 518-782-9400

120 Wall Street, 23rd Fl., New York, NY 10005 • 212-785-0157

2562 Walden Avenue, Cheektowaga, NY 14225 • 716-206-0570

Toll-free: 800-724-NYRN (6976)

www.nysna.org

