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8017

agreement between
The New York State Nurses Association &

**New York Presbyterian Hospital
Columbia Presbyterian Medical Center
January 1, 2002-December 31, 2004**

AGREEMENT

BETWEEN

NEW YORK STATE NURSES ASSOCIATION

AND

**NEW YORK PRESBYTERIAN HOSPITAL
COLUMBIA PRESBYTERIAN MEDICAL CENTER**

January 1, 2002 - December 31, 2004

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PREAMBLE

AGREEMENT between New York Presbyterian Hospital Columbia Presbyterian Medical Center, New York, NY 10032-3784 (herein called "Employer" or "Hospital") and New York State Nurses Association (herein called "Association"). Employer and Association recognize their common interests beyond their collective bargaining relationship. Thus, they pledge to strive together to insure the highest quality of service by Employer and the highest standard of professional nursing care and practice.

1. AGREEMENT SCOPE

This Agreement covers all full-time and regularly employed part-time registered professional nurses, per diem nurses and individuals authorized to practice as registered professional nurses employed by New York Presbyterian Hospital, Columbia Presbyterian Medical Center in the titles of the Staff Nurse, and Clinical Nurse I, Clinical Nurse II, Clinical Nurse III, Clinical Nurse IV, Clinical Nurse V and Clinical Nurse VI, Clinical Nurse VIA (excluding Vice President for Nursing, Assistant Vice President for Nursing, Director of the Operating Room, Directors, Senior Managers, Nursing Care Clinicians, Evening/Night Nursing Coordinators, Clinical Managers, Director of Associate Degree School, Nurse Recruiters, Faculty-Associate Degree School, Project Coordinators, Manager-Registry, all office, clerical, managerial and supervisory employees, confidential employees and security employees).

New employees subject to this agreement shall receive from the Employer a written notice that the Employer recognizes and is in contractual relations with the Association.

2. ASSOCIATION STATUS

2.01 Recognition

The Employer recognizes the Association as the exclusive collective bargaining representative of the employees covered by this Agreement.

2.02 Association Membership

It shall be a condition of employment that every employee who is a member of the New York State Nurses Association in good standing, as of the date of execution of this Agreement shall remain a member in good standing and those who are not members on the effective date of this Agreement shall, on or after the thirty-first (31st) day following the effective date of this Agreement or the execution thereof, whichever is later, become and remain members in good standing of the New York State Nurses Association. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the effective date, or the execution thereof, whichever is later, shall, on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing of the Association.

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

"Good Standing" for the purpose of this Agreement, shall mean the payment or tender of periodic dues, uniformly required as a condition of retaining membership, to the Association.

The Association shall indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this paragraph.

The Employer will supply a list of RNs on orientation to the Association's designated local representative. The list will be supplied in a timely manner that allows the local representative an opportunity to address the orientees within the first two (2) weeks of orientation.

2.02A Employee Profile

By the tenth day of each month, along with the dues payments indicating for whom payment is being made, the Employer shall supply a magnetic tape providing, (or notify the Association in writing with) a profile of each member of the bargaining unit and any changes thereto including:

- Name
- Address
- Date of Hire
- Social Security Number
- Title
- Unit Employed
- Employment Status (F/T, P/T or Per Diem)
- Payroll Status along with the Effective Date:
 - New Hire
 - Continuously Employed
 - On Unpaid Leave of Absence
 - Transfer to a Non-Bargaining Unit Position
 - Laid-Off
 - Revoked Check-Off Authorization
 - Terminated
 - Rehired/Reinstated

This list shall be in addition to any other information that may be required by this collective bargaining agreement.

2.03 Deduction of Association Dues

Upon receipt of a written authorization from an employee in the form annexed hereto, as Exhibit "A", the Employer shall, pursuant to such authorization deduct from the wages due employee each month and pay to the Association each month the dues fixed by the Association. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to a title other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Employer will immediately resume the obligations of making such deductions, except that deductions for terminated employees shall require a new dues authorization card. The Employer shall not

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

On or before the tenth (10th) day of the month, the Employer shall remit to the Association a list of all covered employees, together with all deductions for dues made from the salary of employees for the preceding months. Said list shall include social security numbers and in the case of newly hired employees from the preceding month, their address, date of hire and title.

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

2.04A Association Business: Local Representative

Association will notify Employer of its local employee representatives who are authorized to deal with Employer about employment conditions and adjustments of any problems arising under this Agreement. Association will notify Employer, in writing, of said representatives' designation and authority and any change in either. Employees will not engage in Association activities on Employer's time unless expressly permitted to do so.

2.04B Local Representative Compensation

The Hospital will allocate to the Association to divide among NYSNA representatives, up to 800 hours per contract year (at straight time rate) to compensate Association representatives for time spent in grievances and Association business during their off-duty hours. This time is not cumulative from year to year. The Association will ensure the appointment of a sufficient number of delegates within each Nursing Department and Operating Room to provide coverage on all shifts. The Association will also provide delegate training for all newly appointed delegates.

Local representatives who are released from nursing service and paid by the Hospital for NYSNA time shall keep a reasonable accounting of the hours spent in such endeavors through appropriate coding of hours under Hospital practices.

2.04C Local Representative Release

The availability of NYSNA representation will be increased as follows: The Association shall designate one (1) representative. The Hospital will release that representative for thirty-seven and one half (37-1/2) hours per week to represent the Association in the administration of the contract. The released employee shall return to the position from which she/he is released from at the expiration of her/his appointment by the Association.

Local representatives who are released from nursing service and paid by the Hospital for NYSNA time shall keep a reasonable accounting of the hours spent in such endeavors through appropriate coding of hours under Hospital practices.

2.04D Association's Office

The Hospital will provide at no cost to the Association an on-campus office and telephone service for local Association business.

2.05 Association Business: General Representative

A duly authorized general representative of the Association may visit the Employer's premises, after notification to the Vice President of Human Resources or designee, at a reasonable time, to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees and the operation of the Hospital.

2.06 Association Business: Bulletin Board

The Employer will provide the Association with a locked bulletin board on Milstein 1, Milstein 6, Milstein 8, The Allen Pavilion Basement and The Allen Pavilion 3, Emergency Room, Babies 5, Babies 1, South Side Entrance, Audubon Building and Eye Institute 1 on which to post official Association notices. These bulletin boards will at all times carry a label, device or notice clearly identifying them as the Association space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in the space. The bulletin boards shall be locked and a key held by the Employer and an Association representative.

3. PROFESSIONAL PRACTITIONER STATUS

The Employer recognizes the necessity of efficient nursing practice being unimpeded by non-nursing functions. The Employer agrees to continue in good faith to minimize non-nursing functions and continue during this contract to review methods for the efficient delivery of patient care. Administration will continue to define nursing practice based on continual evaluation of patients' needs in regards to the advancement of new technology and techniques. Administration will also evaluate functions which may have been defined or border on non-nursing functions. Disputes under this section shall be subject to grievance and arbitration under Section 14.

3.01 Committee on Nursing Practices

The Association may form a standing four (4) member committee to meet concerning issues of nursing practice in either (a) Nursing Division and Special Services and/or (b) Operating Rooms. The Nursing Practices Committee will submit an agenda to the appropriate Administrator, who will then schedule the meeting.

The Committee may make written recommendations to the appropriate Administrator concerning improvement of nursing practices and related factors. The Committee may also analyze problems and suggest solutions.

If the appropriate Administrator fails to adequately respond, within twenty (20) days, the Committee may refer such matters of broad concern to the responsible Director of Nursing who will respond in writing within a reasonable period of time. Where the Committee seeks further review of the issue, the matter may be referred to the Chief Nursing Office for final determination.

Grievances will not be heard or addressed by this Committee.

3.02 Joint Nursing-Medical Practices Committee

The Employer shall maintain a Joint Nursing-Medical Practices Committee within the Hospital. The Committee shall be comprised of an equal number of representatives selected by the Nurse Practitioners, Medical Staff and Nursing Administration. The Committee shall address itself generally to all matters affecting patient care in the Hospital and, specifically, to areas of overlapping responsibilities which have implications for patient care.

The Committee shall have the authority to discuss the foregoing matters and to make recommendations in these areas for consideration by the Hospital Administration. Any deadlocks in this Committee shall be resolved by the President of the Hospital, or designee.

Grievances will not be heard or addressed by this Committee.

3.03 Staffing Committee

The purpose of the Central Staffing Committee is to ensure ongoing review and evaluation of established staffing levels and to ensure and maintain an environment for the safe delivery of quality patient care.

- A. The committee is comprised of an equal number of members from the Council of Nursing Practitioners and from Nursing Administration.
- B. The functions of the Committee are:
 1. To review staffing patterns in relation to established staffing guidelines.
 2. To utilize data such as protests of assignments, overtime utilization, floating, etc. to evaluate staffing patterns.
 3. To provide updates to staff regarding staffing numbers, recruitment and retention, and other issues related to staffing needs.
 4. To identify staffing issues and make recommendations to the appropriate Director of Nursing/Patient Care Services who will provide a response within twenty (20) days. If no response or the Committee cannot reach consensus, the Committee may send the recommendation to the Vice President for Nursing/Patient Care Services.

Grievances will not be heard or addressed by this Committee.

3.03A Guidelines for reviewing Protest of Assignment Forms

1. A copy of all protest forms and the fact sheet are to be sent to the NYSNA Release Time Person (RTP).
2. Upon receipt, the forms will be reviewed by the NYSNA RTP or designee to identify units or departments that may be having staffing problems.
3. Protest of assignments will be reviewed monthly by the Staffing Committee (3.03).
4. Any nurse who submits a Protest of Assignment Form will receive a written response from the appropriate Director of Nursing/Patient Care Services or designee within three (3) working days.

5. A policy on how to complete a Protest of Assignment Form exists in the Nursing Administration Manual. The policy will be reviewed every three (3) years or as needed.

3.04 Guidelines for Staffing

1. The Hospital will develop and maintain a system for classifying the acuity of patients to determine requirements for nursing care on the basis of demonstrated patient needs, appropriate nursing intervention and priority of care.
2. The Hospital recognizes its legal and moral obligation to its patients to provide appropriate personnel for each nursing care unit commensurate with the patient care requirements, staff expertise, availability of support services and method of patient care delivery.
3. A Committee comprised of four (4) Association members and four (4) members from the Hospital's Nursing Management, representing each Management Center, will continue to meet monthly as needed to reassess staffing levels on all units and those units identified that are in transition, or on units where Protests of Assignments or other information indicates that there is an increase in acuity, census, insufficient staffing levels, or issues with inexperienced nurses or ancillary personnel.
4. The Hospital agrees to abide by the established staffing guidelines. Guidelines shall be based on those factors identified by the Committee, including, but not limited to acuity, census and staff mix. A change in staffing criteria such as census, acuity, or staff mix for a period greater than thirty (30) consecutive days may indicate a needed change in the agreed to ratios. If change affecting census and/or acuity should occur for more than thirty (30) days, the Hospital shall notify the Association and request a meeting to reassess and establish new guidelines. If the Association believes there is an increase in acuity, census, insufficient staffing levels, or issues involving inexperienced nurses and/or ancillary personnel, the Association shall notify the Hospital and request a meeting to negotiate new guidelines. New guidelines shall be implemented only through mutual agreement. All staffing levels will be posted in each Nursing Office and available in the Unit Structure Manual. Any change will be posted within thirty (30) days of the change.
5. If mutual agreement is not achieved, the Association shall proceed to the grievance process up to Step 3. Step 3 shall be heard by the appropriate Vice President of Nursing/Patient Care Services. If there is no Step 3 resolution, either party may submit the matter to arbitration to be heard by a three (3) member panel, one (1) member selected by the Hospital, one (1) selected by the Association and a third party to be identified within ninety (90) days of the ratification by mutual agreement of the Hospital and the Association. Both sides agree to schedule a hearing within thirty (30) days. The panel shall issue a majority decision within thirty (30) days of the hearing that shall be based on what is necessary for safe staffing and shall be binding on the parties. With respect to establishing guidelines, the arbitrator is only authorized to choose between the Hospital's and the Association's last position.

6. If after the staffing ratios are implemented, the Association believes that the Hospital is not adhering to the ratios, the Association shall proceed to the grievance up to Step 3. Step 3 shall be heard by the appropriate Vice President of Nursing/Patient Care Services. If there is no Step 3 resolution, either party may submit the matter to arbitration to be heard by a three (3) member panel, one (1) member selected by the Hospital, one (1) selected by the Association, and a third party to be selected within thirty (30) days by mutual agreement of the Hospital and the Association. Both sides agree to schedule a hearing within thirty (30) days of the hearing. The panel shall issue a majority decision within thirty (30) days of the hearing. The panel's authority in such arbitration shall be limited to a review as to whether the Hospital has failed, without justification, to adhere to the staffing ratios implemented pursuant to the above process. Isolated incidents of understaffing and isolated failures to comply strictly with the staffing ratios shall not be considered by the arbitrator as evidence of understaffing. The sole remedy the arbitrator is empowered to award is a directive to the Hospital to adhere to the established staffing ratios.

3.05 Staff Development Programs

The Employer is desirous of having its staff function at the highest levels and will take the following steps to make available staff development programs for nurses:

- A. The Hospital will maintain an effective in-service program for generalists and specialists which includes a planned orientation program upon appointment, transfer or promotion. Responsibility for these programs rests with the department and incorporates the support and participation from the Department of Nursing Education.
- B. Employees may apply for monetary aid in advance to attend conferences and seminars which will benefit the Hospital, by adding to or strengthening employee skills or knowledge. Applications shall be made to and acted upon by the Continuing Education Committee composed of equal representation from each side and chaired by the Director of the Department of Nursing Education, at least one (1) employee representative shall be designated as a NYSNA representative. The money will permit attendance at approved conferences and seminars. The Hospital may ask an employee receiving assistance to submit either a written or an oral report, to the nursing staff so they may share the employee's knowledge and learning experience. Off-site or long distance learning may be utilized where courses are approved and unavailable on site.

Mandatory staff development courses that the Hospital requires the employees to attend shall be paid, and time off shall be provided with Hospital approval and without loss of time under Section 7.20, provided they are taken on site, unless the course is not provided on site.

The Committee will meet monthly to give final approval or disapproval of requests for financial assistance. A report of its decisions and its expenditures will be forwarded to the Association and appropriate parties within the Hospital.

- C. The Hospital will allocate the following sums of money to be distributed consistent with the Committee's guidelines. Money not used each year will be carried over from year to year.

Effective January 1, 2002 - \$100,000

Effective January 1, 2003 - \$100,000

Effective January 1, 2004 - \$100,000

- D. Notice of educational conferences will be posted on the Department of Nursing Education bulletin boards.
- E. One (1) hour of nurse orientation will be dedicated to Association Business.
- F. In order to take a vacancy, transfer or bump into a position a nurse must successfully complete the unit specific education and achieve clinical competence on the assigned unit within six (6) months.

In accordance with Section 5.07, in the event of a layoff a nurse may take a vacancy or bump into the next level if he/she has the foregoing experience and curriculum prerequisite. Once in the job, if unit specific education is not successfully completed, or clinical competence is not achieved, the nurse will be treated in accordance with Section 5.07 Limited Recall Rights.

Effective January 1, 1999, the Hospital shall pay up to two hundred thousand dollars (\$200,000) per calendar year for nurses with one (1) or more years of service to take core courses and for nurses subject to layoff to train for vacant positions. Unused money in a contract year shall not carry over to the following contract year.

A written report of the finances and distribution of the staff retraining fund shall be reported by the Hospital at the monthly labor/management meeting.

3.06 Appointment to Position

Appointment to a position shall be in writing with the salary, differential, and shift stated. A job description shall be distributed to all employees at their orientation or appointment to a new position having a different job description.

3.07 Evaluations

The Hospital will continue its policies of:

- A. Providing written evaluations, discussion, encouragement to comment, and recording of a nurse's performance and experience annually. Nurses will receive a copy of their evaluation in the form, as finalized and placed in the employee's file at the time of finalization, and a copy of their job description.

Nursing Department performance appraisal forms shall include a legend that reads: "My signature indicates that I have read this evaluation and have received a copy, but not that I necessarily agree with it" and include a space to make comments. Recipients shall sign each evaluation form below such legend.

- B. Employees will have access to their personnel file consistent with the guidelines spelled out in Section C of the Hospital's policy dated October 27, 1992 and entitled "Personnel Files - Content and Access Rules."

3.08 Clinical Ladder

Administration views the Clinical Ladder not only as very positive to the growth and development of staff, but as a motivational factor, which recognizes professional career goals, and a means of consistently preparing individuals who ultimately will have an impact on patient care. Therefore, the Administration will continue its commitment to the development of the Clinical Ladder.

3.09 Negotiating Time

The Hospital will allocate to the Association to divide among the NYSNA negotiating committee, up to 400 hours (at straight time rate) to compensate up to a maximum of nine (9) employees for contract negotiations conducted during their off-duty hours. Employees released from their assignments for negotiations will be paid their regular rate of pay for those assigned hours. The Employer will make every effort to release employees from normally assigned duties.

3.10 Priority of Patient Care

The Hospital will make every effort to avoid assigning nurses to non-nursing functions in order to focus nurses' efforts on patient care.

The parties agree to further review the issues of nurses being assigned to non-nursing duties. The Hospital recognizes that it is in the best interest of the patients to avoid, wherever possible, use of nursing staff on matters that may be performed by non-nurses.

A side letter in which the Hospital and the Association agree to work in collaboration to address issues of nurses routinely performing non-nursing functions is annexed hereto as Exhibit K.

4. EMPLOYEE STATUS

4.01 Classification

Employees covered by this Agreement shall be classified as either (a) regular full-time, (b) regular part-time, (c) other part-time, (d) per diem or (e) temporary.

4.02 Regular Full-Time Employees

A regular full-time employee is an employee who regularly works seventy-five (75) hours or more per fourteen (14) day pay period. A regular full-time employee will be eligible for all benefits under this Agreement, if otherwise qualified.

4.03 Regular Part-Time Employees

A regular part-time employee is an employee who regularly works less than seventy-five (75) hours in a fourteen (14) day pay period, but who regularly works at least thirty (30) hours in a fourteen (14) day pay period. A regular part-time employee who qualifies as set forth herein in connection with the particular benefit, is eligible for pro rata benefits.

4.04 Other Part-Time Employees

This category includes regularly scheduled employees who fall within the scope of this Agreement but who are not regular full-time, regular part-time, per diem or temporary employees, and work less than thirty (30) hours in a fourteen (14) day pay period. These employees shall be eligible only for the salary schedule and grievance procedure herein and shall not be eligible for any other benefits.

4.05 Per Diem Employees

This category includes employees who fall within the scope of this Agreement, but who are not regular full-time, regular part-time, other part-time or temporary employees. These employees shall work on a day-to-day basis as agreed to by the employee. These employees shall be designated as per diem at the time of employment or change of employment status. These employees shall be eligible only for the salary schedule and grievance procedure herein and shall not be eligible for any other benefits unless otherwise indicated.

Per diems will provide schedules of their availability on a monthly basis, at least four (4) weeks prior to the start of the month covered by the schedule.

The Hospital will promptly investigate claims that work is not being equitably distributed among available per diems. In appropriate cases, i.e., where there is no legitimate basis for the work assignments in question, the Hospital will take appropriate steps to ensure equitable distribution. The Hospital shall have no obligation to investigate a claim of inequitable distribution where the per diems on whose behalf a claim has been made did not timely submit a schedule for availability for the time period that is the subject of the claim.

In preparing schedules, the Hospital will generally give regular employees a scheduling preference. Where, however, the verified scheduling limitation of a per diem makes it impractical to adhere to this general practice, the Hospital may accommodate the per diem's scheduling restriction. Where possible (i.e., where the per diem does not have legitimate scheduling conflicts that would preclude such a schedule), the Hospital will schedule per diems to work at least one (1) major holiday per year, one (1) day per week and one (1) weekend per month.

Per diems with restricted schedules generally shall be assigned to a float pool.

4.06 Temporary Employees

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

4.07 Probationary Period

An employee will be on probation until the employee has actually worked six (6) months from the date of hire. During the probationary period, the employee shall be subject to demotions, suspensions, other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure, but will otherwise be covered by this Agreement. Employees promoted or transferred shall be on probation and may, during the six (6) month period following such promotion or transfer, in the sole discretion of the Employer, be returned to their prior title, and such action shall not be subject to the grievance and arbitration procedure provided by this Agreement. Employees may choose to return to their previous unit within six (6) weeks of transfer.

4.08 Post-Probationary Discipline

Except as stated in paragraph 4.07, an employee will be demoted, suspended or otherwise disciplined or discharged only for just cause. The Hospital will notify the Association and the Council of Nursing Practitioners, in writing, of any discharge, suspension or demotions within forty-eight (48) hours of each such action and the reason for it. Employees will receive copies of all Disciplinary Action involving them. An employee summoned to a discipline conference or hearing may have a local Association representative present if one is available at the Hospital at the time of taking of a proposed disciplinary action or disciplinary warning; if there is such a representative reasonably available, such representative shall make himself/herself available at the disciplinary meeting or conference. Nothing in this paragraph shall delay the Hospital in taking any disciplinary action it believes necessary on an immediate basis.

No employee will be transferred for disciplinary reasons. An employee transferred will be notified of the reason for transfer at the time of transfer.

The Hospital will furnish a copy of its Disciplinary Action procedure to the Association.

4.09 Seniority: Definition and Types

There will be two (2) types of seniority, bargaining unit seniority and title seniority. Bargaining unit seniority is defined as the length of time an employee has been continuously employed by the Employer as a registered nurse. Title seniority shall be defined as the length of time an employee has worked continuously in a specific title.

4.10 Seniority: Accrual and Acquisition

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's last employment date. A regular part-time employee shall accrue pro rata seniority on a separate list from the regular full-time employees. Seniority shall accrue during the first six (6) months of authorized leaves of absence, but not while an employee is on suspension.

4.11 Seniority: Loss of Seniority

An employee's seniority shall be lost when the employee (a) terminates voluntarily; (b) is discharged for cause; (c) fails to return from a leave of absence; (d) is laid off or has not worked for a period exceeding six (6) months; (e) fails to return to work as provided in Section 5.08; (f) fails to apply for reemployment within the statutory period after honorable separation from military service. Seniority shall not be lost while an employee is on an approved leave of absence.

4.12 Seniority: Application

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

The Employer may continue the practice of offering temporary promotional opportunities classified as "Acting." Such employee shall receive the pay and perquisites of the higher title so long as the employee holds that title. A dispute concerning the period of such "Acting" status shall be subject to Section 14 hereof.

Where more than fifty percent (50%) of an employee's regular compensation rate is charged to a special or non-budgeting fund and such employee is informed at the time of employment or at the time of transfer, that her/his employment is for a special non-budgeting or research project and subject to this paragraph, such employee shall, for the purpose of layoff, be considered to have title seniority which may be exercised only within the project or grant to which assigned. Such employee shall be considered to have bargaining unit seniority for the purpose of transfer or recall to a vacant position outside of the special project, provided that on each recall the Employer determines that the employees retained or recalled have the ability to do the work. Such determination by the Employer shall not be arbitrary. Employees, fifty percent (50%) or more of whose regular compensation rate is charged to the Hospital's budget, shall be considered as having seniority on that basis and not under a grant.

4.13 Seniority: Lists

Employer will, on execution of this Agreement and at least semi-annually thereafter, post and furnish to the Association seniority lists. The posted lists will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from posting or if the employee is on leave of absence or vacation or otherwise unable to so protest it within such time, thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

Such seniority lists shall be updated quarterly by the Hospital.

4.14 Posting of Positions

The Employer will post all vacancies it intends to fill prior to filling such vacancies from inside or outside the Hospital. Vacancies will be posted within eight (8) days from receipt by the Director or designee of the resignation, approval of transfer or creation of a new position.

Applicants will receive written verification of receipt of the application.

A decision on selection will be made within twenty (20) days after the completion of the posting period, except in emergency situations (e.g., candidate unavailable for interview).

All candidates applying for a posted position will be notified in writing within fourteen (14) days of selection of the candidate as to why they were not selected and can request a personal meeting if desired for discussion of refusal.

An employee on a paid or unpaid leave of absence may have her/his fully completed bid submitted by another employee, as long as written confirmation from bidder of interest in the position is received prior to the closing of the posting period. The employee must also be willing to return to active payroll status in the new title upon appointment to the position.

Postings will include unit or areas, title and specific shift hours and variable hours wherever possible. Where it is not feasible to post specific shift hours, the Hospital will consult with the Association prior to posting the position in order to achieve the most meaningful posting.

If a successful bidder is not transferred within twenty-eight (28) days of notifying her/his current supervisor that she/he has accepted a new position, the successful bidder shall receive the difference in pay, if any, between the current and new job. A conference with the former and new Director or designee will be arranged to accomplish transfer as soon as possible.

If the successful bidder is still not transferred to the new job within sixty (60) days after notification to the current supervisor, the successful bidder shall receive a premium of twenty-five percent (25%) of the base rate of the new position until transfer occurs.

Those positions not filled by bids received during the posting periods set forth below will remain posted until filled.

This section shall have no effect to the extent it is inconsistent with any other section of the contract.

Lateral Transfers

All non-promotional positions shall be posted on the unit for five (5) days; bargaining unit seniority shall prevail. If the position is not filled, it shall be posted Hospital-wide for seven (7) days.

Employees at that promotional level on the same unit who work the other shifts will be considered for the position without being required to go through the interview process.

Promotional Vacancies

All promotional vacancies shall be posted Hospital-wide for ten (10) days.

Where a promotional vacancy in the bargaining unit occurs and two (2) or more employees are under consideration for such vacancy, the Employer shall promote the most competent employee as determined by the Director or designee. Disputes under the provision shall be subject to the grievance procedure only if the question involves an unfair application of the promotional criteria by the Director or designee.

4.14A Promotional Committee

For NYSNA promotional positions, the respective Director or designee convene(s) an interview panel comprised of an equal number of bargaining unit members and Nursing management at different managerial and staff levels appropriate to the classification of the promotional position(s). A delegate of the Association will be invited to observe the interview process. Recommendations from the panel are then submitted to the Director or designee who will make a final decision. The Hospital will give five (5) days notice to the Association concerning promotion interviews.

4.15 Transfers

An employee who is transferred within the same title shall not have her/his individual base compensation rate reduced by reason of such transfer. An employee transferred will be notified of the reason for the transfer prior to the transfer. Transfers shall not be of a disciplinary nature.

An employee may apply for one (1) transfer within her/his unit (shift change) while on probation. If accepted for the transfer the employee will continue with her/his probation. The Hospital reserves the right to add an additional month to the probationary period, if the Hospital deems it necessary. The Association shall be notified of any extension to an employee's probationary period prior to the actual extension of the probationary period.

4.16 Job Security

An employee hired before November 1, 1996 shall not be laid off during the term of this agreement.

An employee hired in a bargaining unit position before January 1, 2001, shall not be subject to layoff during the term of this agreement, except in the event of closure of beds for longer than three (3) months, or a reduction in total number of in-patient discharges/out-patient visits in the affected unit for a period of no less than forty-five (45) consecutive days as compared to the immediately preceding period of like duration.

An employee guaranteed employment during the contract term, but whose job is allminated, shall obtain a position through the procedures in Section 5.07. This no layoff guarantee supersedes the Hospital's right to layoff such employees.

5. WORK TIME

5.01 Normal Workday

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

5.02 Normal Workweek

For the purposes of determining application of an employee's regular compensation rate, the employee's normal work schedule will be seventy-five (75) hours in fourteen (14) days in a biweekly period, and the employee will have four (4) days off in each biweekly period. The workweek will begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.

5.03 Scheduling

A. Weekend Schedule

Full-time and regular part-time employees who have not agreed to special scheduling arrangements will be entitled to the following maximums on weekend schedules:

1. Effective January 1, 1983, a maximum of twenty-six (26) weekends worked per year;
2. Effective January 1, 1984, a maximum of twenty (20) weekends worked per year for employees with ten (10) years or more of service at the Hospital as a registered nurse;
3. An employee who is scheduled to work two (2) days of a weekend who works only one (1) day of the weekend will be credited with one-half (½) a weekend worked for purposes of Sections 1 and 2 of this provision. The Hospital will not schedule split weekends of work, except at the request of an employee.

4. Weekends will be equitably assigned.
5. The weekend schedule shall commence at 7:00 a.m. Saturday and conclude at 7:00 a.m. Monday.

B. Mandatory Overtime

The Hospital will not require mandatory overtime, however, registered nurses recognize their professional obligation to patient care.

C. Work Obligation: Employees

An employee will work the hours assigned.

- D.** The Employer will maintain rosters of nurses volunteering for overtime on the basis of grouping nurses who have requisite skills for given clinical areas, generally on the basis of services or specialty areas; volunteers may identify shifts or days for which they will be available for overtime work; volunteers will be added to the roster in the order in which they volunteer. When two (2) individuals volunteer at the same time, bargaining unit seniority will prevail. If an employee who has volunteered for overtime is called for and works an overtime shift, that employee will be placed at the bottom of the roster.

5.04 Work Schedules

- A.** The Employer will post a two (2) week schedule of each employee's assignment not less than twenty-eight (28) days in advance of the start of each work period. This schedule will remain in effect until it is superseded by a new schedule, or changed by agreement between the Employer and employees affected. Except in an emergency, an employee will be notified of a change of schedule at least seven (7) days in advance.
- B.** Except in an emergency or at the employee's request, employees will not be required:
1. to work more than seven (7) consecutive days;
 2. to work more than two (2) different shifts (day, evening or night) during a seven (7) day period;
 3. to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period.

Employees shall have at least nine (9) hours off after completing work on their last shift prior to the beginning of their next scheduled shift, exclusive of shifts during which they are on-call.

- C. 1.**
- a. Effective January 1, 1984, the Hospital shall terminate compulsory rotation of shifts, and will establish permanent assigned shifts, to which incumbent employees may bid and will hire for permanent shifts; the Hospital, however, reserves the right to require employees to take assignments off their regular shift during the period of an emergency.
 - b. Effective May 1, 1989, the Hospital will assign permanent shift hours.

2. Newly hired employees may be required to work alternative shifts for a maximum of six (6) weeks during the year following completion of the probationary period. Under this paragraph, shifts will not be altered for periods of less than one (1) week. This will apply to applicants hired after April 1, 1986.

5.05 Overtime Work: Compensatory Time Off

Except with mutual consent of the Employer and employee, the Employer will not require an employee to take compensatory time off in lieu of overtime pay. Compensatory time will be earned at the premium rate of time and a half (1½).

5.06 Layoff

A. Notice

The Hospital shall provide thirty (30) days' notice prior to implementing any layoffs to both the Association and to the affected employee(s). Such notice shall be by certified mail, return receipt requested, and shall be effective upon dispatch. Affected employee(s) shall be compensated to the extent such notice is deficient. Such notice to the Association shall include the effective date of the layoff, and the number and location of employees on probation as of the effective date of the layoff.

B. Procedure

In the event of a layoff in a title covered by this agreement, probationary employees in that title in the affected management center shall be laid off first, without regard to their individual period of employment. Thereafter non-probationary employees within the identified title and management center shall be laid off in reverse order of their bargaining unit seniority with the least senior employee in the management center and title being laid off first.

The Employer recognizes that the role of per diems in a layoff situation is only to fill gaps in schedules and not to be regular staff in the affected areas.

C. Rights of Affected Employees

An employee scheduled to be laid off (including an employee bumped) shall have the following options in this sequential order:

1. Accepting a vacant position in her/his title provided the employee is qualified for the vacancy as determined by the Employer in accordance with Section 3.04 (F). Probationary positions shall be considered vacancies for this subsection 'C' only.
2. If there are no vacancies for which the employee is presently qualified, as determined by the Employer in accordance with Section 3.04 (F), or if the number of employees within the management center scheduled to be laid off exceeds the number of vacancies Hospital-wide (including probationers), the Employer shall identify the employees with the least amount of bargaining unit seniority within the management center until it reaches a total that equals the number of positions that are being eliminated in the management center. In order to ensure that higher titled employees retain the option to bump throughout all lower titles, the Employer shall add sufficient lower-titled positions. Employees

scheduled to be laid off may choose any of these positions for which she/he is qualified as determined by the Employer in accordance with Section 3.04 (F), with the most senior employees selecting first and the least senior employees selecting last.

3. If no vacancies exist for which she/he is qualified as determined by the Employer in accordance with Section 3.04 (F), the employee may bump in her/his management center the least senior employee in a position for which she/he is qualified as determined by the Employer in accordance with Section 3.04 (F).
4. If a management center closes or employees are bumped out of a management center or are unable to fill a position in a management center then such employees will be able to bump the least senior employee on a Hospital-wide basis for which she/he is qualified as determined by the Employer in accordance with Section 3.04 (F).
5. Employees bumped/displaced/laid off as a result of the procedure described herein, shall receive thirty (30) days' notice or compensation to extent such notice is deficient. Such employees shall have all rights afforded under this section including bumping according to the pool of least senior employees as described under #2.

If, as a result of the foregoing, a nurse takes a position for which the Hospital requires a unit specific education (other than a core course) which she/he has not had previously, the nurse shall be given the unit specific education once. In addition, the nurse will be given orientation to her/his new area for a reasonable time to be determined by the Employer. In no event shall orientation, including the unit specific education, exceed six (6) months from the earlier of the start of the core course, if any, or transfer into the unit. The nurse must successfully complete unit specific education and achieve clinical proficiency within six (6) months.

If a nurse fails to achieve clinical proficiency during the orientation period, she/he shall be placed at the bottom of the recall list once. A nurse placed on the recall list for failure to achieve performance during orientation shall have the following limited recall rights:

A nurse may only be recalled to her/his former cluster, but shall not be recalled to the unit in which she/he failed to achieve satisfactory performance. Provided, however, a nurse on the recall list, may take an examination if she/he has verified successful completion of a study program for a different curriculum area approved by the Employer. The study program which entitles a nurse to retake the failed core course examination shall be at the nurse's expense on her/his time and must be successfully completed by the time a vacancy in the unit is posted.

The recall period shall be six (6) months from the date of placement on the list (see Section 4.11(d)).

6. In the event an employee does not obtain a position described by the procedures herein, the employee shall be deemed laid off and shall receive all terminal benefits described under Section 10.01. In addition, the Employer shall continue the NYSNA health benefits, per Section 9.02, until the end of the month in which the layoff occurs. Disputes under this paragraph shall be subject to the grievance and arbitration provisions of this agreement.

For the purposes of this section, "management center" shall be defined as one of the following locations:

Allen Pavillon
Milstein/Harkness
Ambulatory Services
Babies/Sloane

5.07 Recall

Whenever a vacancy occurs in a title, employees who were reassigned to a lower title under paragraph 5.07 or who are on layoff in that title shall be reassigned to their original title or recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off or transferred to a lower title, provided they have previously demonstrated the experience and abilities to perform the work and assume the responsibilities required as determined by the Employer.

If a vacancy occurs in a title where no employee in that title has recall rights, then the laid off employee with the most bargaining unit seniority will be recalled, if that employee has previously demonstrated the ability and experience to perform the work and assume the responsibilities required, as determined by the Employer; if not, then the next senior employee laid off will be recalled until the list is exhausted.

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

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

Employees to be recalled from layoff will be notified of their recall and return to work date by confirmed message to the employee's last known address. The Employer will not require employees to return to work in less than eight (8) days from the date notice is delivered.

Mailgrams shall be presumed to be delivered on the date confirmed by the company. If an employee is unable to return to work on time for medical reasons and so advises the Employer before the return date, the Employer may recall the next senior employee. The first employee will suffer no loss of seniority, and will be eligible for the next available position, upon presentation of medical evidence of illness and ability to return to work.

Disputes under this paragraph shall be subject to the grievance and arbitration provisions of this Agreement.

5.08 Flex-Time

The voluntary alternate work scheduling arrangement known as "Flex-time" will be continued as an optional scheduling arrangement during the term of this Agreement. Adoption, continuation or discontinuation of this scheduling arrangement by individual units or individual nurses shall be subject to the applicable provisions under Appendix A. The protocol for this arrangement is annexed hereto as Appendix A.

5.09 Experimental Workday and Workweek

Changes in the workday (5.01) and workweek (5.02) for the purpose of instituting an alternate workweek schedule will only be done with the mutual agreement of the Employer and the Association.

5.10 Weekend Plus One Plan

The protocol for this arrangement is annexed hereto as Appendix B.

5.11 Floating

Nurse Management will float nurses based on patient needs and the knowledge and skills required for the assignment. When a nurse is required to float, the following procedure will be utilized:

1. Staff will be floated within the assigned cluster, based on their level of clinical competence. On the unit from which the Employer decides to float a nurse, supplemental staff (i.e., float pool, per diem, agency, and overtime nurses) will be floated prior to regularly assigned full or part-time staff.
2. Staff will have input into the orientation and competency development.
3. Prior to a nurse being floated, the Employer will notify the receiving unit if the nurse lacks a particular skill set. If the Employer nevertheless decides to float the nurse, the assignment will be consistent with her/his capabilities.
4. The floated nurse should conference with the designated nurse in charge of the unit should she/he identify a need to clarify the assignment.
5. Float assignments will be within the clusters as described below; and assignments shall be rotated in reverse order of the employees' bargaining unit seniority with the least senior qualified employees on the unit, on that shift, floated first.
6. The Employer will make a good faith effort to float staff within the Management Center before floating a nurse to another Management Center. The final decision for floating a nurse between Management Centers rests with the Vice President of Nursing Care or her/his designee.
7. The Employer will make a good faith effort to float staff as early in the shift as possible and limit floating a nurse more than once in a shift unless patient safety is at risk.
8. The Employer will assign staff to float within the below defined clusters. Any unit not listed in the below clusters will be placed in a cluster by the Employer after it has consulted with the Association.
9. Registered nurses with seventeen (17) or more years of bargaining unit seniority will not be required to float. If all registered nurses on a given shift

or unit have seventeen (17) years or more of bargaining unit seniority, they will float only in an emergency. Under no circumstances will they be required to float more than five (5) times per year.

ALLEN

CLUSTER 1

TAP 1 OR***
TAP 1 Endoscopy***

CLUSTER 2

TAP 2FW GEM
TAP 2RW Med/Surg
TAP 2FE Medicine

CLUSTER 3

TAP 2RE ICU
TAP PACU
TAP 2RE Stepdown
TAP ASU

CLUSTER 4

TAP 1RW Level II – Nursery****
TAP 3RW Post Partum, Newborn Nursery
TAP 1RW L&D

Midwives --- cover Sloane L&D for CREOG Exam

Fetal Assessment Unit ---staff will float to Cluster IV within Allen

VTOP --- staff will float out to Ambulatory Surgery (TAP ASU)

Level II Nursery --- can only float to Newborn Nursery but otherwise a closed unit

*** Closed Units

CLUSTER 1

MHB 9H McKeen**
MHB 5GS Oncology**

MHB 8GN Rehab****
MHB 8GS Ortho/Rehab ****
MHB 8HS Neurology EMU*
MHB 6GS Medicine
MHB 6GN Medicine
MHB 9GS AIDS

MHB 6HN Medicine
MHB 6HS Medicine

MHB 7GN Surgery
MHB 7GS Surgery

MHB 8HN Neuro Surgery*
MHB 5HN Cardiac Surgery*
MHB 7HS Transplant*
MHB 7HN Cardiovascular Surgery*

MHB 6HN	IV Team***
HP 10	Irving CRC***
PH 4	Dialysis***

- * Stepdown units will float to Stepdown units.
- ** Oncology and McKeen will float between each other to cover oncology patients
- *** Closed Units
- **** Rehab unit will float to cover rehab patients in Ortho

CLUSTER 2

CH 4	OR
MHB3	OR
MHB 4	OR
Eye 7	OR
Irving 13	Bronchoscopy
MHB 4	Cystoscopy
Irving 13	Endoscopy

CLUSTER 3

MHB 5HS	CCU
MHB 4	CTICU*
MHB 5HN	Cardiac Surgery / Cardiothoracic*
MHB 4	SAICU
MHB 4	NICU
MHB 3	PACU
MHB 3/4	ASU
MHB 4	PACU
MHB 5HS	MICU
EYE 7	PACU
EYE 4	ASU

- * Nurses from the CTICU may float to 5HN CTICU annex.

CLUSTER 4

ED	Emergency Dept.
PEDS	ER
PSYCH	ER
TAP	ER

CLUSTER 5

Psych	Shelter
TAP 3RE	Psych
EYE 6	Psych

CLUSTER 6

MHB basement	MRI
MHB 3	Nuclear Medicine

CH SB	Gamma Knife
Irving 1	MRI/CT
MHB 2	Nuclear Cardiology

CLUSTER 7

MHB 4	Interventional Neurology
PH 3	Interventional Radiology
MHB 2	Cardiac Catheterization
MHB 4	Neuro Radiation
MHB 2	Electro Physiology Lab

CLUSTER 8

Nagle N.P.
Ft. Washington
Spine Center Neuro. Institute
180th
Broadway
Nagle
Audubon
Morgan
AATAP

School Based Clinic
W&C Center
Incarnation
Vanderbilt Site for Surgery
Rangel
Urgi-Center

CLUSTER 9

CH12S	L&D
CH 5S	Ante/Post Partum (AP)
CH 6S	Post Partum (PP)
PH 12	Perinatal Center
CH 6S	Cont. Care Nursery (CCN)
CH 12N	NICU
CH 6S	Nursery
CH 11S	NICU Annex

PP/AP float to Nursery and not to NICU / CCN
NICU float to CCN / Nursery and not to PP/AP

CLUSTER 10

CH 9	PICU
CH 4	PACU / ASU / RR
CH 12N	NICU*
CH 8S	Med/Surg
CH 11S	Cardiac Neuro EMU
CH 11S	CRC
CH 6S	Nursery**
CH 10S	Med. Oncology BMT
Irving 7	Oncology

HP 5 Heme Clinic
Pediatric Sedation/Access Team***

CLUSTER 11

PH 3 Pediatric Cardiac Catheterization
CH 3 Pediatric Radiology
CH 3 Pediatrics CT/MRI

- * NICU floats to PICU / Pediatrics for age appropriate patients.
- ** Pediatric nurses float to Nursery. Nursery nurses do not float to pediatric areas.
- *** Closed Unit

5.13 Temporary Partial or Temporary Total Unit Closure

If the Hospital experiences a temporary partial or temporary total closure in a unit, the Hospital shall either treat the matter under Section 5.07 or shall treat the matter pursuant to the following procedure after giving the Association and the affected employees seven (7) days' written notice, except in an emergency. Any closure of three (3) months or less is temporary. In these instances, the employee shall voluntarily select either of the following options for the duration of the temporary closure, provided however, that the Employer shall not unreasonably deny selection of option 1 below.

1. The employee may elect to utilize paid benefit time, which shall be limited to accrued vacation/personal days and/or the employee may elect to take an unpaid leave of absence.

A nurse who lacks enough accrued paid benefit time for the duration of the temporary closure, may return to work after the paid benefit time is exhausted. The nurse shall select from any remaining vacancies pursuant to this Article 5.13.

2. The employee, in order of bargaining unit seniority, may select a vacancy for which she/he is presently qualified as determined by the Employer. Vacancies will consist of budgeted positions that are posted or approved and about to be posted, plus new temporary vacancies. Consideration will be given to transferring the nurse to the same shift and schedule that she/he currently works.
3. If an affected nurse does not choose option 1 above and option 2 above does not include an opportunity to remain on the same shift and schedule, then the nurse shall receive a total of twenty-one (21) days' notice before going into a different shift and/or schedule. The twenty-one (21) days are comprised of the original seven (7) days' notice (referenced in the first paragraph of this clause) plus fourteen (14) days' additional notice.

If the partial or total unit closure exceeds three (3) months, each affected employee shall have all rights afforded under Section 5.07. Any permanent positions which these employees temporarily occupied shall be placed on the vacancy list as described under Section 5.07. It is the parties' understanding that this section is for temporary purposes only. It is also agreed and understood that any affected employee accepting a vacant position will have the necessary orientation and her/his approved time off honored. Furthermore,

it is mutually agreed that bargaining unit seniority shall apply in any and all circumstances applicable under this section. If the unit is reopened at the end of the units' temporary closure pursuant to this section, the employees will return to their previous position shift and schedule.

It is the parties' express interpretation of the foregoing that if a nurse either has no paid time or chooses not to take paid time and the Hospital does not have a vacancy pursuant to paragraphs 2 and 3, then Section 5.07 will be implemented.

5.14 Unit Relocation

When a unit is relocated within the Hospital, all nurses shall move to the relocated unit in the Hospital, except where employees are laid off as a result of such relocation then Section 5.07 shall apply.

Prior to any unit relocation, the Association and affected employees shall receive seven (7) days' written notice.

6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

6.01 Base Compensation Rate

An employee's base compensation rate (job rate) is an employee's salary exclusive of all differentials. The base compensation rates to be effective during the term of this Agreement are set forth in Schedule A of this Agreement.

6.02 Regular Compensation Rate

An employee's regular compensation rate will apply to all work time up to and including seventy-five (75) hours in fourteen (14) days. The regular compensation rate will include any shift differential, experience differential, educational differential or certification differential to which the employee is entitled pursuant to paragraphs 10.03, 10.04, 10.05 and 10.13 of this Agreement. Nothing herein shall constitute a guarantee of any minimum daily, weekly, biweekly or annual salary for an employee who does not work the normal hours during such period.

6.03 Premium Compensation Rate: Overtime Work

All hours of work in excess of seventy-five (75) hours in a fourteen (14) day pay period or in excess of seven and one-half (7½) hours in a single workday, shall be paid for at the rate of time and one-half (1½) the individual employee's annual regular compensation rate divided by 1950 in case of full-time employees. Employees who work seven and one-half (7½) hours or more of overtime in a fourteen (14) day pay period will receive a separate check less appropriate deductions for that overtime.

6.04 Premium Compensation Rate: Limitation

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

6.05 Pay

The frequency of payment shall continue as heretofore. Errors made in the calculation of regular pay (including "in charge" pay and "on call" pay) shall be

corrected within two (2) business days. Errors made, through no fault of the employee in the calculation of overtime and other payments shall be corrected within five (5) business days. Overtime errors, not caused by management, will be corrected in the succeeding paycheck.

The parties agree that on a date to be determined by the Employer, the pay day may be moved from Thursday to Friday and as a result of such change, employees will have expanded access to direct deposit arrangements.

6.06 Demotion or Voluntary Downgrade

An employee who moves to a lower title (demotion or voluntary) shall receive the incumbent rate for the new title.

6.07 Bargaining Unit Work

Bargaining unit employees working under this Agreement will be given an opportunity to fill open work shifts prior to Agency Nurses. The Employer and Association mutually recognize the valuable contributions registered nurses make to the quality of patient care delivered to the community served by the New York Presbyterian Hospital Columbia Presbyterian Medical Center. *Thereby, the parties agree to work together to resolve issues concerning the skill-mix or changes in care delivery in the interest of quality patient care.*

- A. If the Employer desires to convert a filled or unfilled RN position to a non-RN position, the following steps will be taken:
1. Employer will notify the Association if it intends to convert a vacant or occupied RN position to a non-RN position. Thirty (30) calendar days written notice will be given to NYSNA and affected employees, if any, before the conversion occurs. During the thirty (30) day period the following shall take place:
 2. Employer provides the Association with written notice including the conversion proposal rationale and job descriptions of the proposed non-RN unit positions along with the notice in 1 above.
 3. A task force of Management and Association representatives shall meet to discuss the conversion plan within ten (10) days of submission of the notice and plan to the Association.
 4. Within ten (10) days after 3 above, the Employer holds meetings with the nurses impacted by the plan and the Association to receive additional input regarding the plan and to review recommendations.
 5. After following the above steps, if the Association and the Employer can agree to a conversion plan, said agreed upon conversion may be implemented by the Employer. If the above steps do not result in agreement with the Association, the Employer may go forward with the conversion subject to section 7 below. The Hospital agrees that no RN shall be laid off as a result of the conversion. If a proposed conversion involves the position of an incumbent nurse, the position occupied by the unit RN(s) with the least bargaining unit seniority in the title shall be the one(s) converted. The Employer shall also inform nurses in the affected unit of the responsibilities of the non-RN being introduced by the conversion.

6. The Hospital shall have the right to convert up to thirty (30) positions in 2002, thirty (30) positions in 2003 and thirty (30) positions in 2004. Any unused part of the conversion limit shall carry over to the subsequent contract years. However, the total number of conversions shall not exceed ninety (90) during the term of the contract. The submission date of the proposed conversion by the Hospital to the Association will determine timeliness.
7. Conversion of filled or vacated positions is arbitrable. If the Association and the Employer cannot agree to a conversion plan, the parties shall proceed to arbitration. The Association will file for said arbitration within fifteen (15) days after the thirty (30) days notice period. If the Association does not file for said arbitration within fifteen (15) days after the thirty (30) days notice period, the Hospital shall be free to convert a filled or unfilled position. In rendering its decision, the panel shall consider in all cases, only the following two standards: 1) is the Hospital's proposal cost efficient and 2) does it maintain safe quality care. Thus, the Hospital's proposed conversion of filled positions shall be sustained if a panel majority finds that the conversion meets the foregoing standards. However, if the Hospital's proposed conversion of filled positions does not meet with the standards, then the panel majority may deny in full or modify the Hospital's proposal according to the standards. With respect to conversion of unfilled positions, the arbitrator is only authorized to choose between the Hospital's and the Association's last/best offer.

The arbitration will be heard by a three (3) member panel, one member from the Association, one member from the Employer and John Sands. The panel shall issue a majority decision that shall be binding on the parties provided it does not exceed the numerical caps listed in section 6.

The Hospital agrees not to implement any RN to non-RN conversion (vacant or filled positions) unless the Association consents or unless and until the arbitration panel's decision allows such conversion.

8. If the Association wishes to convert a filled or unfilled non-RN position to a RN position, the following steps shall be taken:
 - a. The Association shall provide to the Employer a conversion proposal rationale. The Employer will only be required upon request to provide the following information about non-RN positions: job descriptions, compensation, number of employees in each classification.
 - b. Within ten (10) calendar days of notice, a task force of Employer and Association representatives shall meet to discuss such conversion plan.
 - c. If the Association and the Employer can agree to a conversion plan, said agreed upon conversion may be implemented by the Employer. If the proposed conversion is not mutually agreed upon, it shall not be subject to arbitration but the proposed conversion is subject to section 9 below.

9. The provisions and procedures contained in this Section 6.07 are in lieu of the parties' obligations to bargain under the National Labor Relations Act.

10. In a mutual effort to accurately track vacant RN positions, the Hospital shall within thirty (30) days of ratification provide a written list to the Association of all current RN vacancies. Said list will consist of position number, title and location. Thereafter, as any RN position becomes vacant (i.e., due to resignation, transfer, retirement) the Hospital shall forward such information as provided above to the Association's general representative. At monthly labor/management meetings, a standing agenda item will be vacancy update.

It is clearly understood that all provisions of this section supersede management's rights to convert any RN position vacant or filled to non-RN positions.

6.08 Overtime Cancellation

In the event the Employer cancels an employee's overtime without a minimum of two (2) hours' notice, the Employer shall compensate the employee four (4) hours pay at the straight time rate of pay.

7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

All provisions of this Section shall be effective April 1, 1991 unless otherwise indicated.

7.01 Holidays: Designation

After their first thirty (30) days of employment, regular full-time employees will be entitled to the following holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Birthday	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

After one (1) year of service, employees will be paid at their current rate of pay for any holidays which fell during their first thirty (30) days of employment. A regular part-time employee will receive a pro rata benefit under this paragraph.

7.02 Holidays: Entitlement

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

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off at the regular compensation rate. If a holiday falls during an employee's vacation, at the option of the Employer, the vacation may be extended by one (1) day, or, the employee may receive a day off at the regular compensation rate.

If an employee is absent on the scheduled workday before and/or after a paid legal holiday or day in lieu thereof, the Hospital may demand proof of illness.

The Hospital may deny pay for such holiday if satisfactory proof is requested and not furnished.

Elective hours (holidays and personal hours) will be credited up-front, i.e., all holiday hours as of January of each year, and personal hours as of each employee's anniversary date.

Upon termination of employment, employees will have the dollar value of the hours of elective time taken but not accrued, deducted from the last paycheck. If requested, the employee will sign an agreement to this effect.

Elective days will be distributed equitably. They will not be carried over from one year to the next, and may not be accumulated and taken all at one time. Time not carried over will be paid out.

7.03 Holidays: Pay or Equivalent Time Off

An eligible employee who is not scheduled to work on a holiday will be paid for such holiday at her/his regular compensation rate. An employee who is scheduled to work on any of the eight (8) holidays listed above shall be paid for work performed on that day at the rate of one and one-half (1½) times the employee's regular compensation rate. In addition, the employee shall receive an additional day off at the regular compensation rate, or an additional day's pay at the regular compensation rate in lieu thereof as determined by the Employer. The day on which the holiday is legally celebrated shall be the day on which the holiday premium pay is paid to an entitled employee.

7.04 Personal Business Days and Voting Privileges

A regular full-time employee shall be entitled to four (4) personal days per year as provided in Section 7.02. Employees shall request, in advance, personal days with the approval of the Employer.

An employee will be permitted to use two (2) shifts of personal leave annually for emergency purposes, provided, that two (2) hours' notice is given, except in case of proven inability to furnish such notice.

Personal days must be taken within the anniversary year in which accrued. Scheduled personal days shall not be cancelled except in an emergency, but the Hospital shall retain the same right to require work on scheduled personal days as other paid holidays provided that the employee shall be paid for such work at the employee's regular compensation rate and shall receive an additional day off with regular pay, or an additional day's pay at the regular compensation rate in lieu thereof as determined by the Employer.

An employee will be entitled to time off with pay to vote in New York City, New York State and Federal elections, if and when necessary in accordance with the

New York State law. The Hospital reserves the right to require proof of voter registration as a condition of such time off.

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

7.05 Vacations: Amount

A regular full-time employee will receive annually twenty (20) days' paid vacation. A new employee may elect to take ten (10) vacation days after six (6)

months' employment. An employee with less than six (6) months' employment shall not be entitled to vacation. Regular part-time employees shall receive a pro rata benefit under this paragraph. Employees whose employment terminates during the vacation year shall receive a pro rata vacation benefit for that year and any excess vacation pay received prior to such termination shall be deducted from any monies due the employee from the Employer. Effective July 1, 1975, a regular full-time employee with more than five (5) years of continuous employment after July 1, 1975 will receive annually twenty-five (25) days' paid vacation. Vacation will be available at the start of the employee's anniversary year after the completion of one (1) year of employment.

7.06 Vacation: Pay

An employee entitled to vacation under paragraph 7.05 will be paid for vacation at the employee's regular compensation rate. Vacation pay will be paid at the time and in the manner as presently constituted. Advance vacation pay will be available for vacations of one (1) or more weeks.

7.07 Vacation: Entitlement

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

7.08 Vacation: Scheduling

The vacation period will be the entire year, subject to the needs of the Hospital, as determined by the Hospital. An employee will, subject to the Hospital's operating requirements, have his or her choice of vacation time; it being recognized, however, that vacations must be scheduled by the Hospital in a manner designed to insure the effective and efficient operation of the Hospital. No part of an employee's scheduled vacation may be charged to sick leave. Vacations may be accrued for up to two (2) years, and an employee will not be compensated for vacation time in excess of two (2) years' accrual not taken from prior years, except as noted in Schedule B. The Hospital will allow an unlimited amount of vacation days to be taken individually for employees covered under this collective bargaining agreement. Requests must be made within fourteen (14) days prior to the posting of a work schedule.

Vacation requests must be submitted by January 31. Vacations will be posted by March 1. Employees will receive a written confirmation of the employee's vacation schedule. The vacation schedule for each title will be posted in each Unit. Seniority may be exercised during the posting period only. After March 1, first come, first served.

In case of a dispute between employees in the same or different title regarding vacation selection, the employee with the greater amount of bargaining unit seniority shall prevail.

7.09 Sick Leave: Entitlement and Amount

A. After thirty (30) days of employment, regular full-time employees shall be entitled to paid sick leave earned at the rate of one (1) day for each month of

employment up to a maximum of twelve (12) days per year. Effective April 1, 1991, the maximum accrual of sick leave will increase to one hundred forty-four (144) working days. Employees who have completed one (1) year of employment, will be credited with six (6) sick days at the start of their anniversary year and then will accrue an additional six (6) days at one (1) per month, starting with the seventh (7th) month.

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

1. If an employee has three (3) one (1) day illnesses within six (6) months, or three (3) two (2) day illnesses within six (6) months; or six (6) days' illness made up of one (1) and two (2) day illnesses within six (6) months, that employee will be required to bring in a Doctor's note for any future illness in order to receive pay for this absence.
 2. In any of the above cases, the employee may be orally counseled. If there is a pattern of abuse or excessive absenteeism after such oral counseling, the employee will be subject to progressive discipline, as per the Hospital's policy and steps will be followed in progressive order, starting with first warning/oral reprimand. An employee will not be disciplined for excessive absenteeism for any absences that are documented by a doctor's note confirming that the absence was caused by a serious medical condition as that term is defined by the FMLA.
 3. If an employee is sent home by Medical Personnel for a work-related injury, the absence will not be counted as part of the one (1) or two (2) day illnesses listed above.
- B. In addition to the twelve (12) days, accumulative to maximums, set forth in A above, employees on the payroll of the Hospital as of September 2, 1974 shall receive sick leave to be used for long-term illnesses (i.e., in excess of seven (7) days), as provided below. This additional sick leave shall be eligible for use only upon the exhaustion of all sick leave entitlement as follows:

Column A	Column B
Period of Employment As of September 1, 1974	Amount of Additional Working Days of Sick Leave
0 - 5 years	0
5 years but less than 10	20
10 years but less than 15	40
15 years but less than 20	60
20 years or more	80

1. The additional sick leave described above shall be replenished on employee's anniversary date, and shall not be accumulated from year to year.
2. Employees covered under paragraph B who exhaust all regular and long-term sick leave days and who continue to be absent due to long-term illness will be credited at that time with an advance of their forthcoming sick leave days. But, if they do return to work, the advanced

sick leave days will be subtracted from any monies due the employee by the Hospital.

3. This schedule is a total and complete substitution for the Letter of Agreement dated May 13 and June 4, 1976.

C. Workers' Compensation

Employees, absent from work because of job-related injuries, are entitled to the following:

1. Semi-private accommodations for job-related injuries and to be compensated for lost wages at the rate determined by Workers' Compensation Board for job-related injuries. Any member of the Association who is admitted to Presbyterian Hospital for any job-related injury, and does not so state at the time of admission, will be held responsible and billed for the private room differential and other expenses incurred by that employee.
2. Nurses who were employed by the Hospital prior to January 27, 1978, and have less than twenty (20) years of service, will be entitled, in the case of a job-related injury, to a maximum of six (6) weeks' full pay with the balance of their disability compensated at the statutory rate.
3. Nurses who were employed by the Hospital prior to January 27, 1978, and have twenty (20) years of service or more, will be entitled, in the case of a job-related injury, to a maximum of ten (10) weeks' full pay with the balance of their disability compensated at the statutory rate.
4. Nurses who were employed by the Hospital after January 27, 1978 will be allowed to charge up to five (5) days of sick time for time lost due to a job-related injury which will not be compensated by Workers' Compensation. Nurses who have exhausted their current sick time will be allowed to borrow up to five (5) days' sick time for this purpose from their future expected entitlement.
5. Nurses who are absent from work due to a job-related injury for fifteen (15) days or more, and thus become eligible for Workers' Compensation payments for the first five (5) days of absence, will receive the statutory benefit for such days if they have elected not to be paid for them by the Hospital, or will have their charged sick leave restored if they elected to be paid.
6. Any employee absent from work due to a job related injury shall at their option, utilize any and/or all of their accrued sick time (prorated), to supplement the statutory rate. Such supplement plus the statutory compensation rate shall give the nurse her/his regular compensation rate. The Hospital will only deduct the prorata amount of sick time from the nurse's bank.
7. Effective January 1, 1994 the Employer will continue NYSNA Health Benefit contributions for an employee who is receiving Workers' Compensation Benefits due to a work related incident.

D. Communicable Disease

Any employee who has been exposed to a communicable disease and is required to be absent from work as required by the Employer during the

incubation period, shall receive their regular compensation rate for the length of the absence with no deduction from the employee's bank of accrued time. Any such time shall be considered to be paid Hospital business days.

7.10 Sick Leave: Pay

An eligible employee will be paid for sick leave at the employee's regular compensation rate for the employee's regularly scheduled workday. Sick leave will be granted only if the employee is ill on days during which the employee is regularly scheduled to work. Up to four (4) sick days may be used for the illness of a family member. The term family shall mean: parent, spouse, significant other, child, brother, sister, or grandparent and the term "child" shall mean the employee's own dependent child, foster child for whom she/he has legal foster care responsibility, or a child for whom the employee has overall parental responsibility on an established basis and who is living in the household of the employee. To be eligible for sick benefits, an employee who is absent due to illness or injury must notify the employee's supervisor or other designated individual as soon as possible, but at least two (2) hours before the start of her/his regularly scheduled workday, except in cases of proven inability to furnish such notice, and shall continue to give such notification on a daily basis unless another arrangement has been made. Employees who have been on sick leave may be required to be examined by the Hospital's Health Service Physician before being permitted to return to duty.

The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition of receiving sick leave pay. No sick leave will be paid for any work absence for which the employee is otherwise compensated, e.g., by Workers' Compensation, disability, etc.

If an employee resigns or is dismissed or laid off and has exceeded her/his allowable sick leave (the permission for which shall be in the sole discretion of the Hospital) the excess sick leave shall be deducted from any monies due the employee from the Employer at the time of resignation, layoff or dismissal.

Effective July 1, 1991, employees (on their anniversary date) may bank all or part of unused sick time up to a maximum of one hundred forty-four (144) days, or may elect to cash in up to six (6) days (1/2 of current annual accrual) of unused sick time at one hundred percent (100%) of the employee's regular pay.

7.11 Leave for Death in Family

A regular full-time employee, from the first day of employment, shall be paid for three (3) days' absence in the event of death of her/his parent, spouse, significant other, child, brother, sister or grandparents. Such days must be taken consecutively within a reasonable period of time of the day of death or the day of the funeral and may not be split or postponed. An employee will be paid for such days at the employee's regular compensation rate. A regular part-time employee will receive a pro rata benefit under this paragraph. Refer to Section 16.01 (m) for definition of significant other.

In the event of death of an employee's mother/father-in-law, brother/sister-in-law, son/daughter-in-law or great grandparents, the employee will be granted three (3) days absence and may use vacation or paid time off but not sick time or bereavement pay.

7.12 Marriage Leave

A regular full-time employee, after forty-two (42) days' employment, will receive a three (3) day paid leave of absence at the employee's regular compensation rate in the event of the employee's marriage. A regular part-time employee will receive a pro rata benefit under this paragraph. Benefits under this paragraph must be taken within a reasonable period of time following the marriage.

7.13 Family Leave

A regular full-time employee, after one (1) year of employment, will be entitled to one (1) day paid leave of absence, at the employee's regular compensation rate, in the event of the birth or adoption of a child. A regular part-time employee will receive a pro rata benefit under this paragraph.

7.14 Jury Duty: Amounts

A regular full-time employee, from the first day of employment, who is called (not volunteered) to serve as a juror will receive her/his regular pay for each workday while on jury duty, which shall not include "on-call" jury duty time when employees are able to be at work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the appropriate Director. A regular part-time employee will receive a pro rata benefit under this paragraph.

7.15 Jury Duty Leave: Procedure

An employee who is summoned to jury duty will promptly so notify the Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release.

7.16 Rest Period

An employee working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, or a one-half (½) hour break. This time cannot be taken at the end of a shift. An employee who works at least a full half (½) workday shall be entitled to one (1) such fifteen (15) minute rest period.

7.17 Status Report

The Hospital will continue its practice of showing accrued vacation and personal days on the biweekly check stubs. Should a discrepancy arise, the employee may ask the Employer to make the appropriate correction. An employee may request from the first level of Administration the amount of accrued sick time. If a nurse requires clarification about his or her differential, this can be obtained from the appropriate Administrator.

By February 15th each year, each nurse will receive a statement of annual, weekly and hourly rates of pay, and accrued balances of personal, holiday, vacation and sick leave.

7.18 Paid Leave of Absence: Limitation

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

7.19 Check Cashing

Employees not participating in direct deposit shall be afforded a reasonable time during which to cash Hospital pay checks.

7.20 Continuing Education Days

Employees will be granted time off, up to thirty-seven and one half (37½) hours, or if an employee works on an Alternative Work Schedule, as specified in Appendix A, he/she will be granted time off, up to three (3) eleven and one-half (11½) hours shifts annually with pay, as schedules do permit, to attend educational institutes, workshops or meetings. New hires while on probation will not be eligible for this benefit.

8. UNPAID LEAVE

8.01 Meal Period

All employees will be entitled to a one (1) hour meal period. The meal period will not be considered time worked.

8.02 Personal Leave: Basis and Amount

A regular full-time employee who has completed one (1) year or more of employment may be granted a leave of absence without pay for sickness, maternity, adoption, education in accredited educational institutions or personal business. On application as required by paragraph 8.03, an employee will be eligible for leave of absence: (a) up to twelve (12) months for maternity or personal illness, (b) up to nine (9) months for education in an accredited institution, (c) up to six (6) months for personal business, (d) up to six (6) months for the adoption of a child for one parent employed by the Hospital, and (e) up to three (3) months for illness in the employee's immediate family (spouse, children or parents). A regular full-time employee who has completed two (2) years or more of employment may be granted up to eight (8) weeks' leave of absence without pay for foreign travel, but such amount of leave shall be computed according to the schedule set forth below:

<u>Employment</u>	<u>Days Allowed</u>
0 - 2 years	none
2 - 3 years	14 days
3 - 4 years	21 days
4 - 5 years	28 days
over 5 years	56 days

Such leave will be in addition to vacation leave, however, it must be taken with vacation leave and shall be granted only for the period in excess of accrued vacation time.

The Hospital shall provide continued benefit coverage under section 9.02 for an employee on leave for up to and including three (3) months.

An employee who returns from a leave of absence within six (6) months from the start of the leave will be permitted to return to the same position she/he held prior to the leave.

An employee on leave pursuant to this paragraph will not accrue benefits under this agreement, except that on the expiration of any such leave as set by the

Hospital, the employee will be entitled to return to work in the first (1st) available vacancy in the same title, if qualified, without loss of previously accrued seniority.

8.03 Personal Leave: Procedure

An employee desiring leave of absence under paragraph 8.02, except in case of emergency, will apply for it in letter form to the employee's appropriate Administrator or Director of Nursing at least twenty-eight (28) days prior to commencement of such leave and the appropriate Administrator or Director of Nursing will notify the employee of the decision, in writing, within fourteen (14) days of receipt. An employee desiring an extension of any leave of absence will submit a similar application not later than fourteen (14) days before the scheduled expiration of that leave, and the Employer will notify the employee of its decision within seven (7) days after receiving such application. Exception to the fourteen (14) day notification requirement will be considered for medical reasons on an individual basis up to the scheduled date of return. Employer will simultaneously notify the employee and the Association of any leave or extension granted and its duration. The initial request for a leave must describe the purpose for the leave and its duration. Requests for personal leave will not be unreasonably denied.

8.04 Personal Leave: Limitation

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

8.05 Military Leave

A leave of absence for the performance of duty with the United States Armed Forces or with the reserve component thereof, shall be granted in accordance with applicable law. A regular employee called to active military duty on behalf of the Armed Forces of the United States shall have Employer contributions to the NYSNA Benefits Fund continued for six (6) months.

9. MONETARY BENEFITS: PENSION AND HEALTH

9.01 New York State Nurses Association Pension Plan

A.

1. Payments by the Hospital shall be made monthly based upon the previous month's payroll for employees on a paid status no later than the third (3rd) week following the month for which they are computed.

The annual payments for full-time employees shall be as follows:

Effective January 1, 2002	As determined by the Board of Trustees
Effective January 1, 2003	As determined by the Board of Trustees
Effective January 1, 2004	As determined by the Board of Trustees

- a. Employees shall be entitled to retire with full Pension Benefits at age sixty (60) with twenty (20) years of service.
 - b. Eligibility will commence at age fifty-five (55) with five (5) years of service for early retirement (with reduction from age sixty-five (65) if not eligible for above described unreduced benefits).
2. The Hospital shall begin making payments for newly hired employees on the first (1st) day of the month following the month during which the employee completes three (3) months of employment.
3. Contributions for covered employees who regularly work less than the scheduled work hours of full-time employees are to be prorated in the proportion that their scheduled hours bear to the scheduled hours of full-time employees under the collective bargaining agreement.
- B. Such payments shall be used by the Trustees of the Association Pension Plan for the purpose of providing pension benefits for employees as the Trustees may from time to time determine.
- C. Notwithstanding the foregoing, it is understood and agreed that the obligation of the Hospital under this section is subject to and conditioned upon the fulfillment of each of the following conditions:
 1. The Association Pension Plan shall be held and administered under the terms and provisions of the existing agreement and Declaration of Trust, and any amendments thereof.
 2. The Association Pension Plan benefit formulae, eligibility requirements for normal, early and disability retirement, vesting criteria, and other conditions of benefits shall be no less valuable to employees previously covered by the Hospital Pension Plan than that which such employees would be entitled to under the terms of the Hospital Pension Plan in effect as of July 1, 1974.
 3. The Association Pension Plan shall be a complete substitute for the Hospital Pension Plan for all employees as herein provided who now or in the future become participants of the Association Pension Plan. Accordingly, the Association Plan shall assume the obligation for the past and current service credits, vesting rights and other benefits earned under the Hospital Pension Plan in accordance with the terms in effect as of July 1, 1974, provided however, that the Hospital Pension Plan shall continue to make payment of pension benefits to those retirees who are now receiving benefits, and those participants who become eligible before July 1, 1975 for a normal, early or disability retirement, application for which was received by the Hospital before such date, to be effective on or before July 1, 1975.
 4. Except for the obligations assumed herein for retirees and prospective contributions to the Association Pension Plan, the Association, Association Pension Plan and the employees shall have no further claim for pension or retirement benefits upon the Hospital Plan and its accumulated assets and all such benefits presently accrued under the

Hospital Plan, whether or not vested are waived for the employees covered by this agreement.

- D. An impartial arbitrator will be designated to hold office for one (1) year or until the termination date of this agreement, whichever is shorter, to hear and determine any disputes which may arise between the parties as to a claim that any payment to said Plan is overdue and interest, if any, due thereon. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy. If the parties are unable to agree, such dispute shall be handled in accordance with Section 14.
- E. In the event that the Hospital shall fail to make payments provided hereunder, the Plan shall be entitled to charge interest upon such obligations at the rate of one and one-half percent (1-1/2%) per month from the due date.
- F. An independent audit of the Pension Plan shall be made annually and a statement of the results thereof shall be furnished to the Hospital.
- G. The Hospital shall execute an Acknowledgment of Trust, if it has not yet done so.
- H. The Hospital shall, on request of the Fund Administrator in writing, provide such documentation with respect to employees covered by the Fund as may reasonably be necessary to establish the validity of claims made on the Fund or the number of and identity of such employees for whom contributions were made during the term of this agreement.
- I. Should the Association agree with any other health care facility to provide the same benefits for the same time period at lower contribution rates that are approved by the Trustees of the New York State Nurses Association Pension Plan (except for a rate which is lower solely because of an actuarial adjustment made to reflect different contract effective dates), the Hospital shall be entitled to reduce its contributions for coverage hereunder to such lower rates.
- J. The Employer will provide to the Plan Office by March 1 of each year a computerized magnetic tape which contains the following information for each participant covered by the Plan as of December 31 of the preceding year:
 - a. Name
 - b. Social Security Number
 - c. Date of Birth
 - d. Date of Hire
 - e. Sex
 - f. Number of annual hours regularly scheduled to work, annual base compensation and experience differential excluding overtime, shift and educational differentials and other forms of compensation.

Where the Employer is unable to use computer capability to provide the data, it shall be provided in a typed format.

9.02 New York State Nurses Association Benefits Fund

A.

1. Effective December 1, 1985, the Employer will contribute to the New York State Nurses Association Benefits Fund, hereinafter referred to as the "Fund," an annual sum paid in monthly increments uniformly required by the Fund to provide health and welfare benefits for covered employees.
2. The Employer will contribute, in full, the cost of the health and welfare benefits for full-time employees. The Employer will pay fifty percent (50%) of the uniform required contribution for each regular part-time employee who has authorized payroll deductions for the remaining fifty percent (50%) of the uniform contribution.
3. The costs of the health and welfare benefits provided by the Fund shall be determined by its Trustees and may be modified from time to time. In the event they do not reach the levels specified below, the Employer will then pay the new rate for the entire period they are in effect. The Employer shall also be entitled to deduct from contributions, sums established as credits which the Plan Administrator determines to be allowable by reason of mistaken contributions.
4. The Employer will pay all (100%) of the required contribution for each full-time employee. The total annual contribution per each full-time employee is:

Effective January 1, 2002	\$ 8,454
Effective January 1, 2003	\$ 9,310
Effective January 1, 2004	\$ 10,167

B.

1. Contributions shall be paid monthly (1/12th of the annual contribution amount) based on the number of employees employed during the previous calendar month. Newly hired employees shall be covered the first day of the month following their date of hire and for contribution purposes shall not be included in the number of employees employed by the Employer until such calendar month.
2. The Employer shall remit payment to the Benefits Fund in a timely manner so as to be received by the Fund no later than the last day of the month for which it is made (the "due" date). For example, contributions that are to be made for the month of January are to be received no later than January 31.
3. In the event the Benefits Fund shall fail to receive payments provided hereunder on or before the due date, the Fund shall be entitled to charge interest upon such payments from the due date to the date payment is received at the rate of one and one-half percent (1-1/2%) per month.

- C. This contribution shall be used to provide health and welfare and related benefits for the employees on whose behalf contributions are made and shall be in lieu of all health and welfare and related benefits provided by the Employer except as otherwise specified in this agreement.

- D. The Association Benefits Fund shall be held and administered under the terms and provisions of the existing Trust Agreement and any amendments thereof.
- E. An independent audit of the Benefits Fund shall be made annually and a statement of results thereof shall, on request, be furnished to the Employer.
- F. The Hospital shall execute an Acknowledgment of Trust, if it has not yet done so.
- G. The Hospital shall, on request of the Fund Administrator in writing, provide such documentation with respect to employees covered by the Fund as may reasonably be necessary to establish the validity of claims made on the Fund or the number of and identity of such employees for whom contributions were made during the term of this agreement.
- H. An impartial arbitrator will be designated to hold office for one (1) year or until the termination date of this agreement, whichever is shorter, to hear and determine any disputes which may arise between the parties as to a claim that any payments to said Fund are overdue and interest, if any, due thereon. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy. If the parties are unable to agree, such dispute shall be handled in accordance with Section 14.
- I. Should the Association agree with any other health care facility to provide the same benefits for the same time period at lower contribution rates that are approved by the Trustees of the New York State Nurses Association Benefits Fund (except for a rate which is lower to reflect differing contract effective dates), the Hospital shall be entitled to reduce its contributions for coverage hereunder to such lower rates.
- J. The Hospital will consult with the Association in advance with regard to the content of any such new benefits and will execute a Letter of Agreement specifying such new benefits.
- K. Effective January 1, 1994, the Employer will continue NYSNA Health Benefit contributions for an employee who is receiving Workers' Compensation Benefits due to a work related incident.

9.03 Retiree Health Benefit

The Hospital will permit employees who retire on/after 1/1/94 to purchase coverage under its benefit plan for non-union retirees. The benefits available will be those available to non-union employees. The premium charged will be the *per capita rate charged by the carrier*.

In addition the Hospital will provide a cash supplement of up to twenty-five hundred (\$2,500) dollars per annum for the purchase of health insurance coverage to RNs who retire from the Hospital subsequent to January 1, 2002 and who were continuously employed at the Hospital for at least twenty (20) years and have attained age sixty (60) at the time of retirement but have not yet reached age sixty-five (65).

9.04 Supplemental Disability Group Insurance

The Employer will provide a supplemental disability plan at no cost to the eligible nurses as defined below.

Eligibility:

All full-time and part-time RNs represented by the New York State Nurses Association who are scheduled to work thirty (30) hours or more per pay period.

Plan Effective Date: January 1, 1994.

Guaranteed Enrollment:

Enrollment in the plan is guaranteed; no physical examination is required.

Eligibility Date for New Hires

First (1st) of the month following date of hire for employees hired after January 1, 1994.

Benefit Amount / Maximum Benefit:

Sixty percent (60%) of earnings to a maximum monthly benefit of four thousand dollars (\$4,000).

Earnings Covered:

An employee's regular compensation rate, which includes any shift differential, experience differential, educational differential or certification differential to which the employee is entitled pursuant to paragraphs 10.03, 10.04, 10.05 and 10.13 of this collective bargaining agreement.

Premiums:

The cost of this plan is one hundred percent (100%) Employer paid.

Elimination Period:

Benefits will begin after you have been disabled for one hundred and twenty (120) days. The plan has a thirty (30) day interruption provision, i.e., you could return to work for up to thirty (30) days without starting a new elimination period.

Disability Definition:

During the first (1st) two (2) years of disability, the plan defines total disability as the inability to perform the material duties of your own occupation. Thereafter, you will be considered totally disabled if you cannot perform the duties of any occupation for which you are qualified by training, education or experience.

Residually Disabled: Means you are prevented by:

1. Accidental bodily injury;
2. Sickness;
3. Mental Illness;
4. Substance Abuse; or
5. Pregnancy;

From performing some, but not all, the essential duties of your (or any) occupation, and as a result your current monthly earnings are no more than eighty percent (80%) of your pre-disability earnings.

Maximum Benefit Period:

To age sixty-five (65) if disabled prior to age 62 and then for a decreasing duration if disabled after age 62. The Plan's duration schedule conforms to ADEA requirements.

Other Income Sources:

Benefit payments will be reduced by other sources of income which you receive while disabled (such as Workers' Compensation, Sick Pay, and Social Security). However, any COLA increases in Social Security benefits will not be offset.

Pre-Existing Condition:

Benefits are not payable for medical problems for which you received care during the three (3) months preceding the date your plan goes into effect unless: (1) you have received no further treatment for that condition for three (3) months from the date coverage begins, or (2) your total disability begins on or after the last day of a twelve (12) month period during which you have been continuously insured.

A "pre-existing condition" means any sickness or injury for which you received medical care within three (3) months prior to your effective date of insurance. Medical care is defined as having been received when a physician is consulted or medical advice is given, or when treatment is recommended/prescribed by or received from a physician. Such treatment may include but is not limited to medical examination, tests, attendance or observation, and the prescription or use of medical services, supplies, equipment or prescribed drugs and medicines.

Conversion:

You may convert to an individual plan upon termination of service with the Hospital, without evidence of insurability.

Survivor Benefit:

The plan pays a three (3) month lump sum benefit to your surviving spouse or child if you die while receiving benefits under this plan.

Mental and Nervous Illness, Alcoholism, Drug Addiction:

Coverage for these conditions is limited to a maximum of twenty-four (24) months for all services not rendered within a hospital or another qualified institution.

10. MONETARY BENEFITS: MISCELLANEOUS

All provisions of this Section shall be effective April 1, 1991 unless otherwise indicated.

10.01 Terminal Benefits

A regular full-time employee or regular part-time employee whose employment is terminated for reasons other than resignation or just cause, will receive as a terminal allowance (a) thirty (30) days' notice or compensation to the extent such notice is deficient and (b) accrued vacation pay pro rata to the employee's termination date.

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off, shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority prorated, up to a maximum of four

(4) weeks' pay, at their regular pay in effect at the time of such permanent layoff. The allowance shall not be in addition to any benefit provided in Section 5.07.

10.02 Resignation

An employee who terminates his or her employment by resignation shall give the Employer twenty-eight (28) days' written notice. Such notice shall be counted from the date the letter arrives in the appropriate Administrator's or Director of Nursing's office or terminal benefits may be forfeited, i.e., accrued vacation pay prorated to the employee's termination date, if any payable. Workdays include previously approved vacation.

10.03 Shift Differential

All employees who work on the evening or night shifts shall be entitled to receive a shift differential as specified below based upon a full-time schedule equivalent to 1,950 hours per annum. Employees who work a portion of such a shift shall receive a prorated portion of the differential.

Effective January 1, 2002 \$ 6,000

Per diem employees who work on the evening or night shifts shall be entitled to receive a shift differential prorated at a hourly rate.

People working shifts starting 10:00 a.m. or later get shift differential from the start of the evening shift or 4:00 p.m., whichever is earlier.

Effective January 1, 2002, a full-time, part-time or per diem employee shall be entitled to receive a shift differential of six thousand (\$6,000) dollars based upon a full-time schedule equivalent to one thousand, nine hundred fifty (1,950) hours. Thus, a full-time, part-time or per diem employee who works the evening or night shift; i.e., 3:00 p.m. to 8:30 a.m. shall be paid shift differential for all hours worked between 3:00 p.m. and 8:30 a.m. Other full-time, part-time or per diem employees who work four (4) hours or more between 3:00 p.m. and 8:30 a.m. shall be paid shift differential for all hours worked between 3:00 p.m. and 8:30 a.m.

10.04 Experience Differential

Effective January 1, 2002, a regular full-time employee will be paid additional compensation above the job rate for professional experience as determined by the Hospital, or as evidenced by employment at the Hospital. The experience differential shall be paid as follows:

Years of Experience	Amount
0	\$ 0
1	\$ 0
2	\$ 1,000
3	\$ 2,000
4	\$ 3,500
5	\$ 5,000
6	\$ 6,825
7	\$ 7,825
8	\$ 8,825
9	\$ 9,825
10	\$10,825

11	\$11,825
12	\$12,825
13	\$13,825
14	\$14,825
15	\$16,825
16	\$17,825
17	\$18,825
18	\$19,825
19	\$20,825
20	\$21,075
21	\$21,325
22	\$21,575
23	\$21,825
24	\$22,075
25	\$22,325
26	\$22,575
27	\$22,825
28	\$23,400
29	\$25,500
30	\$28,550
31	\$28,600
32+	\$29,000

Effective January 1, 2002, the experience differential shall be capped at the 32 year amount for any nurse who had not reached that level by December 31, 2001. Any nurse who has 32 or more years of experience differential shall remain at her/his present level.

Effective January 1, 2002 a new hire without a RN license and/or with less than one (1) year of acute care experience shall be hired as a staff nurse. After one (1) year at the Hospital and receiving a RN license, that staff nurse shall become a CN-I. A new hire with less than one (1) year of acute care experience with another employer shall be hired as a staff nurse. After one (1) year at the Hospital, the staff nurse shall become a CN-I.

A regular full-time employee who, at the time of employment by the Employer, has had within the prior ten (10) years, three (3) or more years of verifiable experience comparable to that of an employee in the Employer's employ, as determined by the appropriate Administrator, will be paid additional compensation above the job rate as indicated above.

Full credit is allowed for up to ten (10) years' outside experience.

A regular part-time employee will receive proportionate benefits under this paragraph. The amounts above are not cumulative.

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

LPN Experience

LPNs who qualify for and who are promoted to an RN position shall receive experience credit for their LPN experience at New York Presbyterian Hospital Columbia Presbyterian Medical Center. Such credit shall be computed on the basis of two (2) years' LPN experience equals one (1) year of RN experience.

Utilization Review Experience

Effective January 1, 1991, the Hospital will pay experience differential for work in Utilization Review at New York Presbyterian Hospital, Columbia Presbyterian Medical Center on a 1 for 2 basis (one {1} year experience for two {2} years in Utilization Review) up to a total of eight (8) years.

10.05 Educational Differential

After three (3) months' employment, Employer will pay an additional compensation as follows:

	1/1/93
Baccalaureate	\$1,300.00
Master's	\$1,600.00
Doctorate	\$1,900.00

Degrees must be from an accredited educational institution; above amounts shall not be cumulative. Regular part-time employees will be entitled to a proportionate benefit under this paragraph. Employer will require proof of degree, and payment under this paragraph will be effective upon receipt of proof of degree.

The Hospital will pay the above educational differential if the degree is in other than nursing and it was requested and required by the Hospital for employment, or has application to the employee's current position.

10.06A Differential for Work in a Higher Title

An employee who is required to work in a higher rated title for a full shift will be paid at the rate specified for that title for the shift. CNIIIs will not be eligible for this benefit unless they replace a CNIII or above for more than one (1) week.

10.06B Charge Pay

A Staff RN or CNI, who is assigned to take charge will be paid an additional two dollars (\$2.00) an hour.

10.06C Preceptor Pay

Effective January 1, 2002, the Employer will pay additional compensation at the rate of two dollars (\$2.00) per hour to a CN1 who is assigned to preceptor duties for new registered nurses, orientees and transferees.

10.07 Tuition Reimbursement

The Hospital will reimburse the cost of eighteen (18) credits annually with no monetary limit for all full-time employees. Regular part-time employees will receive pro rata benefits. No course will be paid for more than once. Such credits will include university or college-level, "e-learning" courses, or "distance learning" courses at institutions other than the Hospital, provided that the course is accredited and in a nursing or health related field, and the employee can show proof of proper matriculation and completion.

Effective January 1, 2002, the Hospital shall establish a tuition reimbursement fund of \$800,000 per year for all tuition reimbursement requests (including long distance learning and health related courses). Each individual employee shall be eligible for at least ten thousand dollars (\$10,000) per year. If a surplus

remains in the fund, it shall be equally divided among those employees who requested more than ten thousand dollars (\$10,000) in reimbursement.

Effective January 1, 1997, employees will sign a repayment agreement with a service commitment of six (6) months for each six (6) college credits for which they receive tuition reimbursement. The commitment will commence upon receipt of reimbursement at the completion of a semester. An employee who fails to fulfill this service commitment will be required to repay the amount reimbursed to the Employer. Employees who are laid off during their commitment period will be released from the obligation to repay their tuition reimbursement.

10.08 Uniform Allowance

Upon the completion of each twelve (12) months' consecutive service, regular full-time employees who are required to wear and supply their own uniforms will be paid an annual uniform allowance of one hundred fifty dollars (\$150). Payment of such allowance to regular part-time employees will be prorated.

10.09 Promotion Guarantee

An employee who is promoted will receive a promotional guarantee of one thousand dollars (\$1,000) per annum or the job rate, whichever is greater.

10.10 On-Call

Employees required by the Employer to be on-call shall receive, during such time, a rate of pay equal to three-fourths (¾) of their regular base compensation rate. Employees on-call called to work at other than during their normal work hours shall receive the premium compensation rate for all such hours worked outside of their normal workday, with a guaranteed minimum of pay for four (4) hours' work. There shall be no pyramiding of pay under this provision.

The Hospital will provide an on-call room for nurses who are on-call or who are called in to work under the "Subject to Call" provisions below.

10.11 Subject to Call

Alternative to On-Call practice -- but does not preclude the Hospital from using On-Call under current contract provisions.

An employee subject to call will not be restricted to a location.

If an employee is called and voluntarily reports to work within one (1) hour of being called:

- a. Employee will be paid for seven and one-half (7½) hours at one and one-half (1½) times regular rate regardless of hours worked.
- b. Employee may request to not work next scheduled shift if next scheduled shift is within nine (9) hours of end of call shift.
- c. If employee works next scheduled shift within twelve (12) hours after called shift, employee will receive a twenty dollar (\$20.00) voucher payment.
- d. If employee requests to not work next shift:
 1. Employee may request to work another available shift within the pay period at regular rate of pay.

2. By mutual agreement, the manager and employee may agree to split the next shift's hours.

10.12 Certification Examination

The Hospital will reimburse any full-time employee for the fees of taking one (1) examination per year for certification in a field or area of specialization in which the nurse is employed by the Hospital if the employee passes the examination. The Hospital may require proof of such expenditure and passing the examination as a condition of reimbursement. Part-time employees will receive a prorated portion of the application for certification fee.

10.13 Certification Differential

Regular full-time employees who hold a recognized certification in the field or area of specialization in which they are currently employed by the Hospital will be paid a differential at the rate of eleven hundred dollars (\$1,100) effective July 1, 1991 and then thirteen hundred dollars (\$1,300.00) effective January 1, 1993. Qualifying regular part-time employees will receive the applicable differential on a prorated basis. At least thirty (30) days prior to the expiration of a nurse's certification, the Hospital will request proof of recertification. Failure to provide the documentation to the appropriate Administrator will result in cessation of the differential.

10.14 OR, ER, ICU Incentive

Effective December 1, 1988, each RN working in the OR, ER or ICU will receive an annual one thousand dollar (\$1,000.00) incentive, providing that:

- a. The RN is certified in OR, ER or ICU (If an RN is certified in an area other than the OR, ER or ICU and transfers to one of those units, the RN will be paid the incentive for three (3) years to give the employee an opportunity to obtain the certification).
- b. The RN is working in the area of certification, except as noted in paragraph a. above.
- c. If the RN is a new graduate, that the employee has at least one (1) year at Presbyterian Hospital.
- d. If the RN is a newly hired experienced RN, that the employee has at least six (6) months at Presbyterian Hospital.

The incentive will be paid in addition to any Certification Differential that is applicable.

The incentive will be paid in a lump sum on the RN's anniversary date. The payment will be prorated for the time worked in the unit during the preceding year.

10.14A Retention Incentive

A one percent (1%) Retention Incentive Bonus will be applied to the base rate effective July 1, 2004 for RN's with one (1) or more years of service as of July 1, 2004.

11. HEALTH AND SAFETY

11.01 Employer Obligation

The Employer will observe all applicable health and safety laws and regulations. If an employee contracts TB, HIV, Hepatitis, or any other blood borne pathogens during the course of his or her assigned duty, the Employer will pay, as a secondary insurer, the costs associated with covered diagnosis and treatment. The employee will have no out-of-pocket expense for such covered diagnosis and treatment. Employees at the Allen Pavilion who are referred by their supervisors to seek medical assistance may use the Allen Pavilion Emergency Room Fast Track area.

11.02 Employer Obligation

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

11.03 Health Examination

The Employer will, at its expense, give each employee a general health examination when the employee enters the Employer's employment and will continue the present practice regarding examinations. Based on the results and findings thereof, regardless of any other term or condition of this agreement, the Employer may refuse to hire or may discharge any new employee or existing employee if such results or findings indicate a danger to the health, safety or welfare of the patients of the Hospital or fail to meet the Hospital health standards.

All employees may be required to undergo either annual or other examinations as the specific needs of the Employer dictate. Any examinations required by the Employer and conducted by the Employer will be given without cost to the employee. Conditions that require additional attention will be reported to the employee, but the Employer undertakes no responsibility to insure either a thorough examination or a thorough report to the employee. Based on the results and findings of such annual or other examinations, the Employer, regardless of any other term or condition or provision of this agreement, may suspend from work (without pay) any employee if a physician of the Employer shall certify that such results or findings indicate a danger to the health, safety or welfare of the patients of the Hospital, or that the employee is not able to, or should not, perform the normal duties associated with the employee's title. If such suspended employee's condition is found by a physician of the Employer to be cured or arrested so that she/he is no longer a danger to the health, safety or welfare of the patients of the Employer or that said employee is able to perform her/his normal duties within a period of six (6) months, such employee shall be reinstated to her/his former title.

In the case of disabled employees, the foregoing paragraph will be applied consistent with the requirements of the ADA and local law.

11.04 Air Sampling

The Hospital will maintain a routine air sampling monitoring program in all areas. In addition, air sampling requests from nurses will not be unreasonably denied.

Air sampling will also be conducted annually in those areas where gases and vapors are in use. Additional sampling shall also be conducted upon the request of a nurse.

Where the air sampling is done using direct reading equipment by the Hospital's Safety Officer, the results will be posted on the examined unit, with a copy to the Association, within twenty-four (24) hours. Where the air sampling results are processed by an outside lab, the results will be posted on the examined unit, with a copy to the Association, within fifteen (15) days.

11.05 Americans with Disabilities Act

The Hospital and the Association agree to abide by the Americans with Disabilities Act (ADA) and the Employer shall be permitted to make reasonable accommodations in accordance with ADA as long as such does not violate the specific provisions of the bargaining agreement.

11.06 Latex

The Hospital will continue to maintain the policy and procedure concerning latex precautions, or its equivalent. It will make its best efforts to ensure a latex safe environment. The Hospital will include latex allergies as part of the annual mandates.

12. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither the Association nor any employee, will directly or indirectly, cause, engage or participate in any strike, work stoppage, work interruption, work interference, slow down, picketing or boycott during the life of this agreement.

During the term of this agreement the Employer will not engage in a lockout, providing that a decision by the Employer to shutdown for any reason, including a labor dispute or a work stoppage, or to merge or discontinue any part of its operations or functions within the bona fide exercise of its management rights as set forth in this agreement shall not be deemed to be a lockout.

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

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

13. MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage the Hospital and, except as specifically limited in this agreement, to (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline, discharge its employees and direct them in their work and (b) control all Employer property. Except as this agreement otherwise specifically provides, the management of the Hospital and the direction of the work force shall be in the sole discretion and the sole responsibility of the Hospital, and except as otherwise provided herein, the Employer retains his sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct and control or reorganize any

department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties or causes the elimination or addition of nursing titles or jobs; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

13.01 Discipline and Discharge

- a. The Employer shall have the right to discharge and discipline employees for just cause. The term "just cause" shall be deemed to include, but shall not be limited to, any infraction of any of the rules and regulations of the Employer. Discharge or other disciplinary action taken against an employee during a probationary period shall be without recourse by the employee or the Association.
- b. The Employer will notify the Association in writing of any discharge or suspension within forty-eight (48) hours (not including Saturdays, Sundays and holidays) from the time of such discharge or suspension.

14. GRIEVANCE ADJUSTMENT

14.01 Scope

Except as otherwise provided in this agreement, every grievance, either Association (and the employees it represents) or Employer may have with each other arising from the application or interpretation of this agreement, or otherwise, will be adjusted as stated in paragraphs 14.02 through 14.06.

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

A grievance which affects a substantial number or class of employees, or on behalf of the Association, in which the Employer's representative designated in Step One lacks authority to settle, may initially be presented at Step Two by the Association's representative, provided that such grievance must be filed within the time period set forth in Step One of the grievance procedure as set forth herein.

14.02 Informal Discussion

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

14.03 Procedure and Time Limits: Step One

If the grievance is not adjusted by an informal discussion as provided for in paragraph 14.02, the Association or group of employees allegedly affected will serve a written notice of grievance on the applicable Vice President of Nursing

or designee, within fourteen (14) days after occurrence of the fact on which the grievance is based or in the case of a monetary benefit (i.e., a claim for compensation, holiday pay, vacation pay, or any other benefit payable in money for an employee fringe benefit) within forty-two (42) days after the occurrence. Such notice shall be signed by a representative of the Association and shall set forth specifically the following information concerning the event: name, title, and position of the employee; paragraph of this agreement claimed to be violated and remedy sought. If no such notice is served in the time specified, the grievance will be barred.

Within fourteen (14) days thereafter or within eight (8) days following any conference between the local representative and the Vice President or designee, the answer of the Vice President shall be given to the local representative.

14.04 Procedure and Time Limits: Step Two

If the grievance is not adjusted in the time specified in Step One, the grievance may, within fourteen (14) days after the answer in Step One, be appealed to Step Two by written notice served on the appropriate Administrator. If no such notice is served in the time specified, the grievance will be barred.

- a. Within fourteen (14) days thereafter, or within eight (8) days following any conference between the Association's General Representative, Grievance Co-Chairperson and the Step II Chairperson designated by the Vice President of Nursing, the answer of the Step II Chairperson shall be given to the Association Representative and Grievance Co-Chairperson.
- b. If the Association desires to contest a discharge or suspension, it must file a written grievance with the Step II Chairperson designated by the Vice President of Nursing at Step Two within fourteen (14) days from the date of receipt of the notice.
- c. In the event that the Employer disciplines or discharges any employee on the grounds of misconduct, in matters involving conduct of any employee towards or with patients, or involving potential danger to patients, breach of professional ethics or responsibility; and if the Association grieves, the burden of proof shall be upon the employee and the Association that the action was taken for reasons other than the grounds stated or that there was no such misconduct on the part of the employee. In such case, if the patient and/or persons involved does not appear at the grievance or arbitration, the arbitrator shall not consider the failure of the patient and/or person to appear as prejudicial.

14.05 Procedure and Time Limits: Step Three

If the grievance is not adjusted in Step Two, the Association may, within fourteen (14) days after the answer in Step Two, appeal the grievance to Step Three by written notice served on the Employer's Vice President of Human Resources or his designee. If no such notice is served within the time specified, the grievance will be barred.

Within fourteen (14) days thereafter or within eight (8) days following a meeting between the Association's General Representative, Grievance Co-Chairperson and the Vice President of Human Resources or his designee, the answer of the

Vice President of Human Resources or his designee shall be given to the Association Representative and Grievance Co-Chairperson.

14.06 Procedure and Time Limits: Step Four

If the grievance is not adjusted in Step Three and involves the application or interpretation of this agreement, such grievance may be submitted to arbitration by the Employer or the Association. The Employer and the Association will select the arbitrator from lists submitted to them by the American Arbitration Association under the Voluntary Labor Arbitration Rules. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within thirty (30) days after the Employer's answer in Step Three, it will be barred. The fees and expenses of any arbitration will be shared equally by the parties. The arbitration shall be handled in accordance with the then-existing rules of the American Arbitration Association.

14.07 Arbitrator's Powers: Limitation

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

14.08 Time Limit: Automatic Advancement

If an answer is not given by management within fourteen (14) days of a grievance filing, or eight (8) days following a grievance conference, whichever is shorter (unless the time limit has been extended by mutual agreement), the grievance will be considered denied at that step and the Association may proceed to the next step (applies from step 14.02 through 14.06).

15. NON-DISCRIMINATION

All employees and applicants for employment will be afforded equal opportunity and treatment regardless of race, color, religion, national origin, citizenship, sex, age, disability, veteran status, marital status or sexual orientation.

16. MISCELLANY

16.01 Definitions

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

- A. "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- B. "Employer" means New York Presbyterian Hospital Columbia Presbyterian Medical Center, New York, New York 10032-3784;
- C. "Association" means the New York State Nurses Association;
- D. "employee" means an employee covered by Section One (1) of this agreement;
- E. "section" means a whole numbered article of this agreement;
- F. "Council of Nursing Practitioners" in this agreement, means the collective bargaining units for which the Association is the certified bargaining agent;

- G. "Appropriate Administrator" is one of the following:
Vice President for Nursing/Patient Care Services
Director of Nursing Services
Director of Patient Care Services
- H. "Service" is an area under the authority of a Director;
- I. "Titles" means Staff Nurse, CN I, CN II, CN III, CN IV, CN V, CN VI, CN VIA;
- J. "Position" means a particular job assignment and shift;
- K. "month" - a period measured in months ends on the day preceding the corresponding date of the starting month. For example, January 15th to July 14th equals six (6) months;
- L. "days" - all days are calendar days unless otherwise indicated;
- M. A "significant other" for purposes of Section 7.11 only, is defined as an individual with whom the employee resides, shares the common necessities of life and for whose common welfare the employee is responsible. However, the persons may not be closely related that marriage would otherwise be prohibited, and neither is legally married to any other person.

16.02 Notices to Parties

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 with respect to termination or modification of 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; all other notices shall be sent to the Association's New York City office at 120 Wall Street, Floor 23, New York, New York 10005 and to such other persons to such addresses as the Association may designate by written notice served on the Employer.

16.03 Separability

This agreement and its component provisions are subordinate to any present or future laws and regulations. If any Federal or New York law or regulation, or the final decision of any Federal or New York Court or Administrative Agency 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.

16.04 Succession

This agreement will bind the parties and their corporate and operational successors or assigns. Where there is a sale, lease, or assign of the Hospital of a unit thereof, the Hospital shall give the new Employer a copy of the collective bargaining agreement and notify the Association when the contract is sent. The Hospital shall give thirty (30) days notice to the Association prior to the sale, lease, or assign of the Hospital or unit thereof.

16.05 Meetings

Employer and the Association will meet at mutually convenient times, other than scheduled working hours, and places to consider employment conditions and the operation of this agreement. Meetings on special issues will be held within twenty-one (21) days of the request unless the parties mutually agree to extend the time limit. A request for a meeting under this paragraph will be made, in writing, and will include a written agenda.

16.06 Hospital Changes in Policies

The Employer will provide the Association and the Chairperson of the Council of Nursing Practitioners, in writing, notice of any changes in Hospital policies.

16.07 Tax Sheltered Annuity

All covered employees are eligible to participate in any Tax Sheltered Annuity Program sponsored or administered by the Hospital.

16.08 Parking

The Hospital will continue to make available to all employees covered by this agreement safe and secure parking facilities. The parking rates in effect for RNs will remain in effect until December 31, 1996.

Effective January 1, 1997, nurses will pay ninety percent (90%) of the full current rates. Six (6) months thereafter nurses shall pay one hundred percent (100%) of the rate in effect as of October 1, 1996. The rates are:

Location	Monthly Fee	
	Effective 1/1/97	Effective 7/1/97
South Property	\$95.40	\$106
	\$57.60 car pool	\$64 car pool
	\$63.90 evening/night	\$77 evening/night
166th Street	\$95.40	\$106
160th Street	\$72	\$80
225th Street	\$57.60	\$64
Allen Pavilion	\$76.50	\$85
	\$53.50 evening/night	\$59.50 evening/night
Englewood	\$76.50	\$85

The July 1, 1997 rates may be increased annually by no more than the cost of living for the prior twelve (12) months as stated by the BLS for the New York area, but in no case higher than the rates charged the Hospital's non-union employees.

17. AMENDMENT

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

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

18. EFFECTIVE DATE AND DURATION

This agreement, except as otherwise stated, will remain in effect until 11:59 p.m. December 31, 2004, and from year to year thereafter unless terminated as provided in Section 19.

19. TERMINATION

This agreement may be terminated effective 12:01 a.m. January 1, 2005 by written notice from either party, delivered to the other party not later than September 30, 2004 of intent to modify or terminate it, and may be terminated effective 12:01 a.m. of any subsequent renewal date by similar written notice delivered to the other party no later than the preceding ninety (90) days. Notice of intent to modify will be equivalent to notice of intent to terminate.

EXECUTION

Signed by Employer and Association.

NEW YORK PRESBYTERIAN HOSPITAL
COLUMBIA PRESBYTERIAN MEDICAL CENTER

By M. Thomas Jackson

Title Senior Vice President Human Resources

Date 10/8/02

NEW YORK STATE NURSES ASSOCIATION

By [Signature]

Title Director Economic and General Welfare Program

Date 10-2002

SCHEDULE A

- A-1.01 Effective as of January 1, 2002, all employees' base rates will move to the base rates set forth below. In no case will an employee's base rate be reduced. Employees who are being paid in a title higher than they are classified will continue to be paid in that higher title.

Title	Effective 1/1/02	Effective 1/1/03	Effective 1/1/04	Effective 7/1/04
Staff Nurse	\$ 56,000	\$ 58,240	\$ 60,570	\$61,175
CN-I	\$ 57,117	\$ 59,402	\$ 61,778	\$62,396
CN-II	\$ 59,390	\$ 61,766	\$ 64,237	\$64,879
CN-III	\$ 61,663	\$ 64,130	\$ 66,695	\$67,362
CN-IV	\$ 63,369	\$ 65,904	\$ 68,540	\$69,225
CN-V	\$ 66,211	\$ 68,858	\$ 71,613	\$72,329
CN-VI	\$ 70,757	\$ 73,587	\$ 76,531	\$77,296
CN-VIA	\$ 73,630	\$ 75,951	\$ 78,980	\$79,779

1. Per Diem hourly rates:

	Effective 1/1/02	Effective 1/1/03
Regular	\$ 39.50/hour	\$ 41.50/hour
Midwives	\$ 44.50/hour	\$ 46.50/hour

2. Per Diems will be paid time and one-half (1½) of the per diem rate for work on holidays set forth in Paragraph 7.01.
3. Perfusionists, Midwives, Neonatal Nurse Practitioners and Pediatric Intensive Care Unit Nurse Practitioners will be classified in the level Clinical Nurse-VIA, and be paid a base rate of \$2,000.00 above the CN-VI base rate listed above. CN-VIA employees may be rotated.
4. Nurse Epidemiologists, Clinical Nurse Specialists and Clinical Nurse Educators will be classified as Clinical Nurse-V.

DV/maw
10/4/02

SCHEDULE B

VACATION

- A. Employees on the payroll as of August 1, 1974 will retain all accrued but unused vacation from prior years. When and if vacation is used below this level, additional vacation may be accrued with prior approval to a level not greater than eight (8) weeks.
- B. Employees on the payroll as of August 1, 1974 will be allowed, at the sole discretion of the Employer, to continue to accrue vacation at the end of the anniversary year up to eight (8) weeks of vacation in accordance with present Hospital policy.
- C. Employees hired after that date will be covered by collective bargaining provisions in that regard.
- D. Vacation will be available at the start of the employee's anniversary year after the completion of one (1) year of employment.

1/14/83

EXHIBIT A

NYSNA DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Name: _____
(Please print) Last First Middle

Address: _____
Street and number or post office box

City State Zip

Social Security Number: _____

THE NEW YORK STATE NURSES ASSOCIATION DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Pursuant to applicable law, I assign the New York State Nurses Association from my compensation as an employee of

_____ (herein called "my employer") \$_____ (or such different amount as the Association may certify to my employer) per month, as membership dues in the Association; and I authorize and direct my employer to withhold this sum from the first compensation due me each month and remit it to the Association by the 10th of the following month.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining agreement between my employer and the Association, whichever occurs sooner.

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

This assignment and authorization are effective at once.

Date

Employee Signature

If you are represented for collective bargaining by NYSNA, please note: "You have a right to be or stay a non-member and pay an agency fee equivalent to dues. As a non-member, you are entitled to object to paying for activities unrelated to the Association's duties as a bargaining agent and to obtain a reduction in fees for such activities. Contact NYSNA for a copy of this procedure."

APPENDIX AGREEMENT SIGNATURE PAGE

New York Presbyterian Hospital Columbia Presbyterian Medical Center and New York State Nurses Association agree to add the following side letter of agreement and appendices to the collective bargaining agreement between the parties that expires on December 31, 2004.

Side Letter of Agreement -	Arbitration
Appendix A -	MOA regarding Alternate Work Schedules
Appendix B -	MOA regarding Weekend Plus One Scheduling Program
Appendix C -	Side Letter regarding 50/50 Job Sharing Program
Appendix D -	Side Letter regarding Operating Room
Appendix E -	Side Letter regarding Arbitrators
Appendix F -	Side Letter regarding "Any Occupation" Stage & Definition
Appendix G -	Side Letter regarding Level II Patient Care Areas
Appendix H -	Side Letter regarding Workplace Violence
Appendix I -	Side Letter regarding Domestic Violence
Appendix J -	Side Letter regarding Voluntary Days Off

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

Signed by Employer and Association.

NEW YORK PRESBYTERIAN HOSPITAL
COLUMBIA PRESBYTERIAN MEDICAL CENTER

By 

Title Senior Vice President, Human Resources

Date 10/8/02

NEW YORK STATE NURSES ASSOCIATION

By 
Director

Title Economic and General Welfare Program

Date 10-21-02

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

1. The parties agree to expedite the processing of arbitration so that all arbitration hearings will be held within three (3) months of the filing of the demand for arbitration with the American Arbitration Association. It is understood by the parties that this three (3) month period can only be extended by mutual agreement. To accomplish this objective, we agree to establish a procedure whereby the parties will select six (6) arbitrators who are mutually acceptable and can provide hearing dates within the foregoing time limitations.
2. Employer agrees to grant a maximum of five (5) paid leave days per year for employees' arbitration attendance as requested in writing by the Association.
3. The Hospital assumes the responsibility of ensuring that the provisions of the Contract will be made known to its non-bargaining unit staff.
4. Except for certification, training or experimentation, and emergencies, registered nurses who are outside of the bargaining unit will not routinely or consistently perform those clinical duties normally performed by members of this bargaining unit.

APPENDIX A
MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW YORK STATE NURSES ASSOCIATION
AND
NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Memorandum of Agreement supplements the collective bargaining agreement between the New York State Nurses Association and the Hospital.

Alternative Work Schedules
(AWS)

- I. Alternative Work Schedules (AWS) offer employees the opportunity to change their contractual normal workday (5.01) and normal work week (5.02) by working fewer days per week, but more hours per day. There will be no change in the employee's base compensation rate under any option selected.
- II. Nursing units and/or individual nurses may request to work AWS or remain on traditional schedules. These requests will not be unreasonably denied.
 1. The number of individual positions per cost center will be established by the Director of each department in coordination with the Nursing Care Clinician/Clinical Manager. The AWS (flextime position(s)) will first be posted to the employees presently working within each cost center
 2. The initiation of, or changes to, AWS as described in this Memorandum of Agreement will be discussed at a meeting with recorded minutes between nursing administration and the nurses on the unit prior to implementation. Any proposed change to AWS that is not covered by this agreement must be negotiated between the Association and the Employer.

The Employer will make its best efforts to convert the following units to AWS by November 1, 1999: ORs, PACUs, ASU, Stepdown, Hemodialysis, Plasma Phoreses, Endoscopy, Bronchoscopy, Cardiac Catheterization, ER, URG I Care, Obstetrics Service, Interventional Radiology and Oncology. The Employer will make best efforts to convert all other units by March 1, 2000.

Conversion will be done by bargaining unit seniority. RNs will be given a choice of shifts by bargaining unit seniority. If the conversion to flex involves a redistribution of nurses among shifts within each title, all nurses will choose their shift by bargaining unit seniority. The Hospital agrees that no RN shall be laid off as a result of the conversion. If the conversion to a standard schedule involves a redistribution of nurses among shifts within each title, all nurses will select their shift on the converted unit according to bargaining unit seniority. If conversion to a standard schedule involves reduction in the number of unit nurses within a higher title, the affected nurses shall have a choice of same title position in another unit for which she/he is qualified or staying on the same unit in a lower titled position according to bargaining unit seniority.

Nurses who choose to remain on standard shift will submit their request by August 15, 1999 to their nurse manager and every effort shall be made to grant such requests.

The Hospital will make best efforts to honor all previously approved vacation.

III. Employees who work an AWS are entitled to all of the same rights and benefits as set forth in the collective bargaining agreement between the parties except as amended below:

1. Employees on AWS will be considered "salaried professionals" as described in the Federal Regulations of the Fair Labor Standards Act, Title 29, Part 54, Section 54.118 and New York State definition.
2. Full-time employees will accrue salary and benefits on the equivalent basis of one hundred and fifty (150) hours in each four (4) week period during the year. Employee salaries will not be subject to reduction for time not worked except as allowed by contracts which do not conflict with the law.
3. It is agreed that employees may be disciplined for failure to meet their professional responsibilities to the Hospital which shall include the regular and timely reporting to work as scheduled; i.e., poor attendance, continued lateness, and leaving work early.
4. Both parties recognize that sick calls that occur by the employees who work an AWS are more difficult to cover than normal schedule sick calls. Therefore, nurses who work an AWS will continue to assist the Administration in an effort to reduce the number of sick calls and provide coverage when they occur.
5. For payroll purposes including the computing of overtime, the work year will be divided into thirteen (13) four (4) week periods (starting with the first day of the first pay period in January). During each four (4) week period, employee's work schedule will be one hundred and fifty (150) hours.
6. Employees who work in excess of one hundred and fifty (150) hours during that period will be paid at the premium compensation rate. Employees working in excess of their normally scheduled workday will receive the premium compensation rate for that time, however, there shall be no pyramided overtime in any case. Where overtime is necessary, an employee on a flextime schedule will work no more than sixteen (16) hours at one time. Overtime checks will be issued in a separate check for seven and one-half (7½) hours or more.

IV. Employees on AWS will accrue, earn, and be entitled to an equal amount of time in hours as an employee working a normal schedule, except as amended below:

1. Holiday time and Personal Days will be combined and will be called Elective Days.
2. Elective Days will be as follows:
12½ = 7 days (5 Holidays + 2 Personal)
11½ = 8 days (6 Holidays + 2 Personal)
10 = 9 days (6 Holidays + 3 Personal) (10 hour days) (For OR and Ancillary Only)
3. The Elective Days will be given up-front, i.e., all holiday hours as of January of each year, and personal hours as of each employee's anniversary date.
4. Upon working an AWS, the employee will sign an agreement which will enable, upon resignation, New York Presbyterian Hospital Columbia Presbyterian Medical Center to deduct the hours of elective time taken but not accrued from the last paycheck.
5. Elective days will be distributed equitably; will not be carried from one year to the next; and may not be accumulated and taken all at one time.

- V. The following AWS options are available to employees subject to the restrictions outlined herein.

Description of Options

Option 12-1/2

- A.
1. Twelve and one-half (12½) consecutive hours worked per shift including a fifty (50) minute paid meal period.
 2. No more than six (6) scheduled shifts in a two (2) week period and no more than four (4) scheduled consecutive shifts unless requested by the employee and mutually agreed upon by the Employer.

Option 11-1/2

- B.
1. Eleven and one-half (11½) consecutive hours worked per shift in addition to a one (1) hour unpaid meal period.
 2. No more than thirteen (13) scheduled shifts in a four (4) week period and no more than three (3) scheduled consecutive shifts unless requested by the employee and mutually agreed upon by the Employer.
 3. Each shift will include three (3) fifteen (15) minute paid break periods. During a four (4) week period, employees will not receive two (2) fifteen (15) minute break periods. This will meet the work hours of one hundred and fifty (150) in the four (4) week period.

Option 10

- C. Four (4) day work week will consist of three (3) ten (10) hour shifts that include a one (1) hour unpaid meal period and forty-five (45) minutes of paid break time and one (1) seven and one-half (7½) hour shift with one (1) hour unpaid meal period and thirty (30) minutes of paid break time.

VI. Miscellaneous

1. If the employee must work through a meal period, the employee will be re-scheduled later, within that shift.
2. An employee on a unit that is all flextime may not request to go back to a five (5) day-a-week (normal) schedule and remain on the unit. She/he may request a transfer.
3. Individuals having hours that extend into those hours where the shift differential is paid, will be paid at an hourly rate for those hours for which a shift differential is normally paid commencing one hour after shift differential begins as per Section 10.03.
4. Jury Duty, Death, Family, Conference and Marriage days will be calculated in hours and subtracted from the hours scheduled to work.
5. Employees and units that are moved to another area of the Hospital will not have their AWS changed, except as provided under Appendix A, II.

APPENDIX B

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW YORK STATE NURSES ASSOCIATION AND

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

New York Presbyterian Hospital, Columbia Presbyterian Medical Center and the New York State Nurses Association agree to amend the collective bargaining agreement regarding the Weekend Plus One Scheduling Program, effective April 17, 1989.

1. Duration:

The Weekend Plus One Scheduling Program will be evaluated by both parties within six (6) months of the implementation of the new schedule. At the end of the six (6) month period, both parties will review and discuss the evaluation, and any changes to the Weekend Plus One Schedule will be subject to mutual agreement of both parties.

2. 4.02 Employee Status: An employee covered under the Agreement will be eligible to participate in the Weekend Plus One Schedule and such employee will be considered a regular employee under the Agreement, entitled to all benefits, except as otherwise stated herein.

3. 4.01 Seniority: Accrual and Acquisition: An employee's seniority will accrue on a regular employee's basis, and will apply to all paragraphs of the Agreement where seniority is a factor.

4. 5.01 Normal Workweek: The employee's workweek will be two (2) eleven and one-half (11½) consecutive work hours, excluding any scheduled meal period, on Saturday and Sunday, and one (1) seven and one-half (7½) consecutive hours workday, excluding any scheduled meal period, during the week.

For the purposes of determining the application of an employee's regular compensation rate, the employee will be compensated for the normal workweek of thirty-seven and one-half (37½) hours.

5. 6.03 Premium Compensation Rate: Overtime Work: An employee who works an additional shift during the normal workweek will be paid at the regular compensation rate for those hours based on the thirty and one-half (30½) hour workweek for all hours worked up to thirty-seven and one-half (37½) hours. For all hours worked in excess of thirty-seven and one-half (37½) hours, the employee will be compensated at time and one-half (1½) based upon the thirty-seven and one-half (37½) hour workweek compensation rate.

6. Monetary Benefits: Compensation for Time Not Worked:

7.01 Holidays: An employee on the Weekend Plus One Schedule will be compensated for all holidays while on such schedule at the thirty-seven and one-half (37½) hour rate. If a holiday falls on a scheduled workday the employee will be paid at time and one-half (1½) based on the thirty and one-half (30½) hour workweek rate for all hours worked and seven and one-half (7½) hours will be paid at the thirty-seven and one-half (37½) hour rate.

7. 7.04 An employee on the Weekend Plus One Schedule will accrue three (3) seven and one-half (7½) hour personal days, which may be combined into two (2) eleven and one-half (11½) hour weekend days. However, all personal days must be scheduled in accordance with the contract.
8. 7.05 Vacations: Amount: An employee with less than five (5) years' continuous employment will receive four (4) weeks paid vacation annually to be taken in eight (8) weekend days and four (4) weekdays. An employee with more than five (5) years' continuous employment will receive five (5) weeks paid vacation annually to be taken in ten (10) weekend days and five (5) weekdays.
9. 7.08 Vacation: Scheduling: Vacations will be scheduled in accordance with paragraph 7.08 and existing Hospital policy; provided, however, that a separate vacation schedule will be maintained for employees working under this schedule.
10. 7.09 Sick Leave: Entitlement and Amount: An employee on the Weekend Plus One Schedule will accrue sick days at the normal rate, as provided for in paragraph 7.09.
11. 7.10 Sick Leave: Pay: An employee absent from scheduled work due to illness or accident will be charged and paid on the basis of fifteen (15) hours of charged sick time for a scheduled weekend day and seven and one-half (7½) hours of earned sick time for a scheduled weekday, based on a thirty-seven and one-half (37½) hour workweek.
12. 7.11 Leave for Death in the Family: An employee may take leave for death in the family within a reasonable time after the death, and will be paid at the thirty and one-half (30½) hour workweek rate up to a maximum of twenty-two and one-half (22½) hours, in accordance with the eligibility requirements set forth in Paragraph 7.11 of the Agreement.
13. 7.12 Marriage Leave: An employee may take leave for marriage at the time of the marriage, and will be paid at the thirty and one-half (30½) hour workweek rate up to a maximum of twenty-two and one-half (22½) hours, in accordance with the eligibility requirements set forth in paragraph 7.12 of the Agreement.
14. 7.13 Family Leave: An employee will be entitled to seven and one-half (7½) hours' pay at the employees thirty and one-half (30½) hour workweek rate, in accordance with the eligibility requirements set forth in Paragraph 7.12 of the Agreement.
15. 7.14 Jury Duty: Weekend Plus One Plan. For the purpose of Jury Duty under the Weekend Plus One Plan, leave time spent on Jury Duty will be considered work time to a maximum of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week. Employees will be expected to work time not spent on jury duty as follows:

<u>Jury Duty Time</u>	<u>Expected Work Schedule</u>
1 day	2 Full Weekend (11.5 hour) days
2 days	1 Weekend (11.5 hour) day and 1 Weekday (7.5 hour)
3 days	1 Weekend (11.5 hour) day
4 days	1 Weekday (7.5 hour)

16. 7.16 Rest Period. An employee will be entitled to three (3) rest periods of fifteen (15) minutes in each weekend working day and two (2) rest periods of fifteen (15) minutes in the workweek day.
17. 8.01 Meal Period. An employee will have a one (1) hour meal period. The meal period will not be considered time worked.
18. 10.03 Shift Differential. Individuals having hours that extend into those hours where the shift differential is paid, will be paid at an hourly rate for those hours for which a shift differential is normally paid in accordance with Section 10.03.
19. 10.12 Rotation. An employee on the Weekend Plus One Schedule will not be required to rotate.
20. Participation. Participation in the Weekend Plus One Schedule will be only on a voluntary basis. An employee will be entitled to return to a normal workweek schedule on a minimum of six (6) weeks' notice.
21. Work Schedules. The intent of the Weekend Plus One Schedule is to provide coverage for weekend scheduling. All Weekend Plus One positions will be posted and incumbent employees will be given first preference to such positions. The Hospital will provide the Association with the following information:
1. The specific units involved; and
 2. The names of all employees on the Weekend Plus One Schedule.
22. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the Weekend Plus One Schedule. As amended hereby, the collective bargaining agreement shall remain in full force and effect in accordance with its terms.

APPENDIX C

SIDE LETTER OF AGREEMENT BETWEEN

THE NEW YORK STATE NURSES ASSOCIATION AND

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

50/50 JOB SHARING PLAN

1. Two employees may agree in writing with the Hospital to share the obligations and the benefits (including salaries) of a single full-time position in the same title, unit and shift, *it being expressly understood that such job sharing shall not increase the cost to the Hospital (aside from administrative costs) of coverage of a single full-time position.*
2. The job sharing agreement shall cover the following points:
 - a. Duration of the arrangement, which shall be for a minimum of six (6) months.
 - b. Allocation of work schedules, whether by days in a week of payroll period, provided that employees may not agree to split days or periods over a period longer than two (2) consecutive pay periods.
 - c. Employees will be compensated as regular part-time employees. Pension and benefit contributions will be divided equally between the two (2) employees not to exceed one (1) full-time employee.
 - d. Termination of the arrangement, provided that (i) the agreement must provide for a minimum of six (6) weeks' advance notice, and (ii) any given agreement will be deemed terminated if either participating employee resigns or is terminated or is absent from work for any reasons for more than two (2) consecutive pay periods unless other part fulfills the obligation.
 - e. Each individual is responsible for her/his own actions and will be individually disciplined as appropriate.

APPENDIX D

**SIDE LETTER OF AGREEMENT
BETWEEN
THE NEW YORK STATE NURSES ASSOCIATION
AND**

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

1. The OR will begin to implement a system that conforms to the Quality Assurance Program in place in Nursing, including structure, performance and outcome standards, by November 1, 1989.
If the standards cannot be implemented on November 1, 1989, for good and sufficient reasons, then another system will be studied and will begin to be implemented in nine (9) months.
2. The OR will post the CN V (5) position as outlined in the Settlement Agreement.

APPENDIX E

SIDE LETTER OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

In confirmation of our understanding regarding the implementation of the expedited arbitration process, the proposed list of arbitrators shall include only the following designated arbitrators to hear cases pursuant to the provisions of Section 2 of the letter dated January 15, 1986.

1. Jonas Aarons
2. Daniel Brent
3. Janet Spencer
4. Daniel Collins
5. Seymour Strongin

In regard to the procedure for selection of a particular designated arbitrator and the initial scheduling of a hearing date, the Hospital believes that if the parties have not mutually agreed upon the designation of one of the above designated arbitrators to hear a particular matter, the American Arbitration Association ("AAA") should then serially rotate through the list of designated arbitrators and appoint the next in line arbitrator. Departures from the serial rotation will occur only by agreement of the parties or if an arbitrator cannot provide a hearing date mutually agreeable to the parties within three months from the filing date of the Demand for Arbitration, in which case the next designated arbitrator will be consulted for an available date agreeable to all parties.

In regard to postponements of agreed upon dates, the Hospital agrees that all postponements will be by mutual agreement of the parties, which agreement will not be unreasonably denied by either party.

APPENDIX F

SIDE LETTER OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

This is to confirm that the following from Donald Canfield of the Hartford Life Insurance Company fully reflects our understanding of the administration of the "any occupation" stage of the "2 year own occupation, any thereafter" definition of disability.

Following is an explanation of our administration of the "any occupation" stage of the "2 year own occupation, any thereafter" definition of disability.

The formal definition of the occupation stage is as follows:

"...you must be so prevented from performing the essential duties of any occupation for which you are qualified by education, training or experience."

You will note that under this definition, the claimant would not be expected to pursue positions for which she or he had not had prior training or experience in. In addition, there is an implied earnings test on the any occupation definition. For example, a claimant would not be expected to pursue any position in which she or he could not earn an income reasonably comparable with that preceding the disability. Reasonably comparable would typically mean equal to or exceeding the percentage of prior earnings the disability benefit was replacing (e.g. 60% or 70% in the benefits you are considering).

The intent is certainly not to make a claimant pursue an unfamiliar or substantially lower paid position than that held prior to disability.

APPENDIX G

SIDE LETTER OF AGREEMENT

BETWEEN

THE NEW YORK STATE NURSES ASSOCIATION

AND

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

It is agreed upon by both parties that Level II patient care areas all require a core curriculum. It is expected that during the life of the contract the Hospital will develop specific curriculum required for entry into the Level II and Level III position.

APPENDIX H

SIDE LETTER OF AGREEMENT BETWEEN

**THE NEW YORK STATE NURSES ASSOCIATION
AND**

NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

Within six (6) months of August 11, 1999, the Employer will develop and implement a Workplace Violence Policy. The Committee developing said policy shall include a NYSNA appointee.

APPENDIX I

**SIDE LETTER OF AGREEMENT
BETWEEN
THE NEW YORK STATE NURSES ASSOCIATION
AND
NEW YORK PRESBYTERIAN HOSPITAL COLUMBIA PRESBYTERIAN MEDICAL CENTER**

This Side Letter of Agreement supplements the Contract between the Hospital and the New York State Nurses Association as follows:

Within six (6) months of August 11, 1999, the Employer shall develop and implement a policy that covers domestic violence. The policy shall include a procedure for allowing domestic violence victims access to the leave of absence procedure. The Committee developing the policy shall include a NYSNA appointee.



The New York State Nurses Association
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