

8034

1,800 workers

AGREEMENT

BETWEEN

NEW YORK STATE NURSES ASSOCIATION

AND

THE MOUNT SINAI HOSPITAL

January 1, 2005 - January 1, 2008

69 pages

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PREAMBLE

AGREEMENT between (1) The Mount Sinai Hospital, One Gustave L. Levy Place, New York, New York (herein called "Employer") and (2) 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 standards of professional nursing care and practice.

In addition, the parties agree to jointly foster the "Forces of Magnetism", which incorporate adequate staffing as well as the autonomy of nurses (as defined by the Nurse Practice Act), communicating its benefits within the hospital and the community at large in an effort to promote patient and nurse satisfaction, in an environment of excellence.

1. A REEMENT SCOPE

This Agreement covers each full-time (herein called "permanent full-time") and part-time (herein called "permanent part-time" and "per diem") employee licensed or otherwise lawfully entitled to practice as a registered professional nurse (herein called "employee") employed by Employer to perform registered professional nursing as a Clinical Nurse, Senior Clinical Nurse, Nurse Clinician, Home Care Nurse, Nurse Practitioner, Educational Specialist, Nurse Educator-Clinician Specialist, Case Manager or in such other title which is instituted as part of the Career Pathway Program. In the event that the Employer institutes a new bargaining unit position or changes any existing bargaining unit position, it shall notify the Association at least thirty (30) workdays before anyone is assigned to that position and provide a job description for purposes of determining the appropriate rate of pay. Each person employed by Employer as a registered professional nurse must be licensed or otherwise lawfully entitled to practice as a registered professional nurse in New York. Employer will, as soon as practicable, check and record the registration of each new employee at the time of employment and will check and record the registration of all employees biennially. Excluded from the aforesaid bargaining unit are supervisors, Coordinators, Clinical Nurse Manager, Clinical Director, Associate Directors of Nursing, Vice President, Nursing, Administrative Assistants to the Vice President, Nursing, or her designee, and students whose performance of work at the Employer is part of the educational course of study such students are pursuing.

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

2. ASSOCIATION STATUS

2.01 Recognition

Employer recognizes Association as the exclusive collective bargaining representative of every employee covered by this Agreement.

2.02 Association Membership

It shall be a condition of employment that every employee who is a member of Association in good standing as of the effective date of this Agreement shall remain a member in good standing and those who are not members on the effective date of this Agreement shall, 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 Association. Every employee who becomes such

after the effective date or the execution thereof, whichever is later, will become a member of the Association on or after the thirty-first (31st) day following the beginning of such employment become and thereafter will remain a member in good standing of the Association if he/she tenders her/his periodic dues uniformly required as a condition of membership.

Within five (5) days after the employee's employment or change in status, the Employer shall notify the Association in writing of the name, address, social security number, position or change of status of each employee so affected. The Association shall notify the Employer in writing of any employee who has failed to become a member in good standing and the Employer shall upon the Association written demand terminate employment of said employee within twenty (20) work days of said notification. If during said fourteen (14) day period the employee pays delinquent dues, the Employer shall not be required to discharge such employee.

2.03 Deduction of Association Dues

After thirty (30) working days, upon receipt of a written authorization from an employee in the form annexed hereto, as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due employee each month and remit to the 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 day of the above-mentioned absences, the Employer will immediately resume the obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization card. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deductions.

By the tenth (10th) of each month, the Employer shall remit to the Association all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees, addresses, social security numbers, and dates of hire, job title and employment status (full-time, part-time, per diem) from whom dues have been deducted.

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

2.04 Association Business: Local Representative

The Association will notify Employer of its local employee representatives who are authorized to deal with Employer about employment conditions and adjustment of any problems arising under this Agreement. The Corresponding Secretary of the Council of Nursing Practitioners will notify Employer, in writing, of said representatives' designation and authority and any change in either.

An employee representative intending to go to a division or department other than the one he/she represents shall notify and obtain the approval of the appropriate Clinical Director in her/his area and the appropriate Clinical Director of the other area. Such time or access shall not be unreasonably denied. No employee shall engage in activities which will interfere with the operations of the Employer.

2.05 Association Business: General Representative(s)

Duly authorized general representative(s) of the Association may visit the Employer's premises, by prearrangement with the Vice President, Nursing or his/her 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 Employer.

2.06 Association Bulletin Boards

Employer will provide the Association with at least twenty-one (21) (see exhibit c) bulletin boards on which to post official Association notices. These bulletin boards will at all times carry a label, device, or notice clearly identifying them as Association's space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. Notices to be posted must be submitted for prior approval to the Labor Relations Department and such approval shall not be unreasonably denied.

Bulletin boards displaced because of building renovation, alteration or demolition will be relocated within six (6) weeks, so as to maintain the total number of bulletin boards. The location of the replacement of such bulletin boards will be by mutual consent.

All bulletin boards shall be locked and keys held by the Employer and Association representative. See Exhibit C for bulletin board location.

3. PROFESSIONAL PRACTITIONER STATUS

A. Non-Nursing Functions

The Employer and the Association recognize that the performance of non-nursing functions by registered nurses impedes their ability to deliver quality, cost-effective patient care and is not intended to be a part of their responsibilities. The Employer therefore agrees that registered nurses shall not perform non-nursing functions unless so directed by their supervisor where the non-performance of such functions would create an imminent, clear and present danger to patients.

B. Joint Council Committee

A joint meeting with the Executive Board and the Vice President, Nursing or appointed designee will be held on a monthly basis, for the purposes of discussion of issues identified by either the Vice President, Nursing or the Council of Nursing Practitioners. The Vice President, Nursing, or appointed designee, is available to attend ad hoc meetings with a predetermined agenda with the Executive Board of the Council of Nursing Practitioners.

3.01 Council of Nursing Practitioners

The Council of Nursing Practitioners shall continue to provide leadership and direction to further the standards of Nursing Practice as enunciated by the profession and as defined by law. A committee shall meet on a regular basis to review and resolve practice problems and concerns.

3.02 Professional Practice Committees

Nursing Department assignments in the provision of nursing care are commensurate with the qualifications of nursing personnel and are designed to meet the nursing care needs of patients.

It is the Employer's intent to provide a sufficient number of qualified registered nurses so that patients receive the nursing care that requires the judgment and specialized knowledge of a registered nurse.

It is also the Employer's intent that staffing of nursing personnel be sufficient to assure prompt recognition of changes in a patient's condition and appropriate intervention by the nursing, medical or hospital staffs.

In each Care Center a Professional Practice Committee will be established composed of a mutually agreed upon number of Council members and the NYSNA General Representative(s) or his/her designee and members of Nursing Management and meet bi-monthly or as needed. Council members will be paid for the time they serve on the Committee. The Employer is committed to and will assure the release of Council Members for attendance at the above Committee meetings.

The purpose of the Committee shall be to:

1. promote the retention and professional satisfaction of nurses;
2. promote collaboration and communication among health care professionals;
3. promote nurse involvement in organizational and clinical decision making processes;
4. promote high quality patient care and family centered care.

The goals of these committees will be to:

1. Review the standards of nursing practice in each Care Center;
2. Make recommendations regarding the evidence-based standards of practice and patient care needs within each Care Center;
3. Provide a forum for communication regarding staffing concerns or problems;
4. Develop staffing guidelines for each unit within each Care Center;
5. Review nurse and patient satisfaction surveys;
6. Develop criteria for self-scheduling on a unit basis taking into consideration the needs of the patients and nursing staff to promote the fair and equitable scheduling practices including but not limited to vacation scheduling;
7. Develop and implement a plan to promote and disseminate two-way communication between PPC committee members and unit staff.

To assist the committee in fulfilling its function the Employer will provide information related to the above goals requested by the committee as a whole.

The parties agree that the determination of staffing needs is a dynamic process influenced by any one or combination of the following factors: patient acuity, technology, unit and hospital census, unit size, unit geography, standards of professional practice, qualifications of staff, staff mix, and service specialty. The foregoing factors, which are illustrative and not exhaustive, shall be considered in determining adjustments to staffing guidelines.

The Professional Practice Committee shall develop staffing guidelines on a unit-by-unit basis. Where there is agreement reached, the staffing guidelines shall be

implemented by the Employer and, where necessary, recruitment efforts shall be made to achieve these levels no later than thirty (30) days following agreement.

In the event that the Committee is unable to reach agreement concerning the development of staffing guidelines or its implementation, the matter may be brought for review by the Care Center Director. If agreement is not possible, the issue may then be forwarded to the Vice President, Nursing, for resolution. Where there is no agreement reached by the Committee and the Vice President, Nursing, or if the Association believes the Employer is not adhering to the agreed to staffing guidelines, the dispute shall be brought before a qualified individual to mediate resolution of the issue. The mediator shall be a neutral with expertise in the subject matter under discussion. The mediator shall not make any recommendations on staffing unless the parties agree to such procedure. The parties agree that any recommendations made by the mediator shall be kept confidential unless waived by both parties. Any and all settlement agreements reached during the mediation process will be in writing and implemented within thirty (30) days following the signing of such agreements. The cost of the mediator shall be shared equally by the parties.

In the event that there is no settlement agreement regarding the development of a staffing guideline or its implementation following mediation, the parties shall submit their differences to expedited arbitration in accordance with the Voluntary Labor Arbitration Rules of American Arbitration Association. The arbitrator's authority in such an arbitration shall be limited to establishing staffing guidelines and/or to a review as to whether the Employer has failed without justification, to adhere to the staffing guidelines it had adopted pursuant to the above process. Once the guidelines have been established and in the event of a claim made by the Association that the Employer is not adhering to the agreed to staffing guideline(s), the sole remedy that the arbitrator is empowered to award is a direction to the Employer to enter into substantial compliance with the staffing guideline(s) for the inpatient unit(s) in question.

It is understood that isolated incidents of variation in staffing level guidelines shall not be cited as evidence of the Employer's failure to adhere to staffing guidelines. If the Vice President, Nursing, is actively recruiting for nursing staff, such action must be considered by the arbitrator with respect to the adherence to staffing guidelines.

It is understood by both parties that in the event of a drop or increase in census or patient acuity or change in any other factor that would have a significant effect on staffing needs, staffing guidelines are subject to change after consultation with the Professional Practice Committee. If the Professional Practice Committee is not able to reach agreement on the new staffing guideline(s), such guideline(s) shall be subject to expedited arbitration as outlined in the preceding paragraph.

Once staffing guidelines have been established and/or revised by the Professional Practice Committee or through the mediation/expedited arbitration process, they shall be incorporated by reference into this Agreement and shall be distributed to the members.

3.03 Labor-Management Committee

A Labor-Management Committee, consisting of the Vice President, Human Resources and Labor Relations or his/her designee, the Vice President, Nursing or his/her designee, the General Representatives for the New York State Nurses Association, and Executive Committee of the Local Bargaining Unit shall meet and

discuss issues of interest and concern. These meetings shall occur on a monthly basis, unless the parties mutually agree to meet more often, as long as a written agenda is provided five (5) working days prior to the meeting being scheduled.

3.04 Staff Development Program

The Department of Nursing is supportive of staff members in their continuing professional development through the provision of staff development education programs and encourages participation in continuing education activities.

Employer shall continue its practice with regard to the following:

- A. A planned orientation program under responsibility and direction of the Education Division for a minimum of two (2) weeks for each new employee. The Association shall be provided with one (1) hour to meet with new employees during the orientation period.
- B. An organized program of staff development on work time.
- C. Time off, within reasonable limits, without loss of pay, for participation in professional activities in the Association.
- D. Subject to staffing requirements, the Employer shall provide time off within reasonable limits and budget and allocate two hundred seventy-five thousand dollars (\$275,000) per annum, on staff development programs. Such monies shall be allocated as follows: thirty percent (30%) in the first quarter, thirty percent (30%) in the second quarter, twenty percent (20%) in the third quarter and twenty percent (20%) in the fourth quarter.

These monies shall be administered by the Vice President, Nursing or his/her designee in a reasonable non-discriminatory manner with recommendations from the Council of Nursing Practitioners and shall be used for expenses incurred by employees covered by this Agreement, for participation in educational institutes, workshops or meetings. The annual allocation of funds under this paragraph shall be non-cumulative and unused funds at the end of any year shall not be carried forward to the next year.

All requests to attend a conference will be limited to five (5) conference days per nurse per year. Requests will not be considered prior to ninety (90) days before the conference. Once considered, a response will be given within ten (10) working days. A system mutually agreeable to the parties will be used to select among applicants for such monies in those instances where there are multiple requests for attendance at the same conference. The maximum number of funded nurses permitted to attend one (1) conference is twelve (12); however this provision shall not limit the total number of nurses who may attend one (1) conference to twelve (12) where staffing permits. If at any time during the year, there are no funds available to the employee, he/she shall be eligible to utilize any or all of the five (5) conference day allotment to attend a conference at her/his own expense subject to staffing requirements.

- E. A quarterly report of the status of the fund shall be provided to the Council of Nursing Practitioners by the end of January, April, July and October.
- F. A joint committee will be maintained to advise on nursing library needs.

3.05 Appointment to Position

Upon hire, lateral transfer, promotion and/or other change in position or title, an employee shall receive in writing her/his job description, salary, differentials, assignment and shift. A copy of the Employer's Human Resources Policy Manual shall be maintained in an accessible unlocked area on each unit.

Part-time employees will receive a written explanation of how each benefit is prorated.

3.06 Protest of Assignment

In the event any registered nurse determines that in her/his professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she shall immediately notify his/her Clinical Nurse Manager.

The Clinical Nurse Manager or other designee shall appear on the unit within thirty (30) minutes and shall review the assignment and make a determination in writing on a form developed by the parties as to whether the assignment is safe. In the event of multiple requests (more than 3), the Clinical Nurse Manager will prioritize the order of response based on patient classification data. In the event that the Clinical Nurse Managers are directly involved in an emergency, as soon as the emergency is resolved, they will respond to the request. It is also intended that the Clinical Nurse Manager will communicate with nursing staff regarding staffing issues and protests of assignment at monthly staff meetings.

If the employee disagrees with the Clinical Nurse Manager's decision, he/she will accept the assignment and may do so under protest and such matter may be filed at Step Two of the Grievance Procedure. The Step Two hearing shall be scheduled within two (2) working days and heard within ten (10) working days.

An employee shall not in any way or manner be disciplined for questioning the assignment.

3.07 Posting of Positions

Where a vacancy in a covered title occurs, the Employer shall post a notice of such vacancy on bulletin boards it ordinarily uses for notices to bargaining unit employees for a period of not less than seven (7) working days excluding weekends and holidays before the vacancy is filled. Copies of each such posting shall be provided to the NYSNA office and the general nursing representative with the date of each posting not more than three (3) working days following each such posting.

4. EMPLOYEE STATUS

4.01 Classification

An employee will be classified as either: (a) permanent full-time, (b) permanent part-time or (c) per diem.

4.02 Permanent Full-Time Employee

An employee who works thirty-seven and one-half (37½) hours or more per workweek is a permanent full-time employee. A permanent full-time employee will be eligible for all benefits under this Agreement.

4.03 Permanent Part-Time Employee

An employee who works less than thirty-seven and one-half (37½) hours per workweek but works at least twenty-two and one-half (22½) hours a workweek is a

permanent part-time employee. This employee can be counted on by the Employer to fulfill, on an annual basis, a schedule established by the Employer and communicated to the employee. A permanent part-time employee will be eligible for pro rata benefits.

4.04 Per Diem Employee

An employee who is not employed on a regular basis, but who works on a day-to-day basis as needed by the Employer and agreed to by the employee is a per diem employee. Transfer to a permanent part-time status or full-time must be requested in writing and approved by the Vice President, Nursing. These employees shall be eligible only for the salary schedule and grievance procedure and shall not be eligible for any other benefits except those mandated by law.

4.05 Probationary Periods and Employee Evaluations

A. New Employee Probationary Period

A new permanent full-time employee will be on probation until the new employee has actually worked on one hundred twenty (120) days following employment, excluding time lost for illness and other leaves. A permanent part-time employee shall be on probation for a period of six (6) months. There shall be a written evaluation for all new employees at the end of three (3) months with a collaborative action plan.

B. New Employee Evaluation

At the conclusion of the new employee's probationary period, the Employer will perform a final evaluation. The Employer will make a good faith effort to provide additional progress reports to the new employee during the probationary period, including oral feedback to the new employee during the first sixty (60) days. During the probationary period, the new employee will be subject to demotion, suspension, other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure but will otherwise be covered by this Agreement.

The Employer will provide the Membership Coordinator of the Council of Nursing Practitioners with a list of new hires and a list of those individuals who have failed probation.

C. Incumbent Evaluations

Annually, each incumbent nurse shall receive a written evaluation recording the nurse's performance and experience. The nurse shall have the opportunity to comment, in writing, on the form provided. Each nurse shall automatically receive a copy of the evaluation at the time it is given. Upon request, an incumbent nurse's divisional file will be made available for review at the time of his or her evaluation. A nurse may review his or her personnel record by making appropriate arrangements through the Labor Relations Office.

4.06 Post-Probationary Discipline

Except as stated in paragraph 4.05, an employee will be demoted, suspended, otherwise disciplined or discharged only for just cause and Employer will promptly notify Association in writing of each such action not covered in paragraph 4.05 and the reason for it. Employees will receive copies of all disciplinary actions involving them. An employee summoned to a disciplinary conference or hearing has the right to have an Association representative present at the hearing at the time of taking of a proposed disciplinary action or disciplinary warning. An employee summoned to a disciplinary conference or hearing will be advised of his/her right to have an

Association representative present at the hearing at the time of the taking of proposed disciplinary action or disciplinary warning. Nothing in this paragraph shall delay the Employer in taking immediate disciplinary action it believes necessary. When immediate disciplinary action must be taken, the Employer will immediately notify the Association of such action.

For the purposes of transfers only, the Employer will remove from the personnel and departmental records warning notices except for final warnings, and final warnings with suspensions, for which there has not been a repetition of the infraction for the past three (3) years. For the purposes of promotion only, the Employer will remove from the personnel and departmental records warning notices except for final warnings, and final warnings with suspensions, for which there has not been a repetition of the infraction for the past five (5) years.

Conference notes will be removed permanently from an employee's departmental file if there is no repetition of any occurrence of similar nature for which the conference note was issued for a period of five (5) years.

The Employer will furnish a copy of its Disciplinary Action Procedure to the Association.

The Employer will notify an employee when it reports him/her to the Department of Health and/or Office of Professional Discipline.

It is accepted that enforcement of rules and assessment of discipline must be exercised in a consistent manner; all employees who engage in the same type of misconduct must be treated essentially the same unless a reasonable basis exists for variations in the assessment of disciplinary action. For the purposes of this paragraph, an employee is defined as anyone employed by The Mount Sinai Hospital.

4.07 Seniority: Definition and Types

There will be one (1) type of seniority: bargaining unit seniority. Bargaining unit seniority is defined as the length of time an employee has been continuously employed by the Employer in any covered title.

4.08 Seniority: Accrual and Acquisition

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the employee's last employment date. A permanent part-time employee shall accrue prorated seniority on a separate list from a permanent full-time employee. Seniority shall accrue during authorized leaves of absence up to one (1) year, but not during periods of suspension for just cause.

4.09 Loss of Seniority

An employee's seniority shall be lost when the employee: (a) terminates a bargaining unit position voluntarily and is not rehired within sixty (60) days into a bargaining unit position, (b) is discharged for just cause, (c) exceeds an official leave of absence, (d) is laid off for a period of twenty-four (24) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less, (e) fails to return to work on a recall from a layoff to a comparable position as defined in 5.06 I, within a reasonable length of time after the Employer has sent notice to return by certified letter to the last address furnished to the Employer by the employee, unless the employee has a valid reason for inability to respond, or (f) is in an "acting" position outside the bargaining unit for more than six (6) months.

4.10 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 and to layoff and recall pursuant to Sections 5.06 and 5.07.

A. Seniority Application: Vacation Selection

Vacation time selection as exercised for each Clinical Unit will be based on bargaining unit seniority of the employee within her/his assigned shift subject to the Employer's operational requirements.

B. Seniority Application: Permanent Vacancies

In filling permanent vacancies, Employer shall give first opportunity to: (a) present permanent full-time employees; and (b) present permanent part-time employees. Where a promotional vacancy or transfer in a bargaining unit position occurs and two (2) or more employees are under consideration for such vacancy, the Employer shall promote or transfer the employee with the greatest seniority, unless as between or among such employees there is an appreciable difference, as determined by the Vice President, Nursing, in their ability to do the job. Within five (5) working days after an employee has been accepted for a position, the Employer will notify those employees not accepted for the position.

C. Seniority Application: Promotions and Transfers

1. Application of Seniority to Voluntary Promotions and Transfers

An employee who is promoted or transferred shall serve the same probationary period in the new position as a new employee. If the employee is removed from the new position during the probationary period, the employee shall be permitted to return to the employee's former position without loss of other benefits, excepting that if the employee is discharged, such discharge shall be subject to the Discharge and Penalties stated in Section 10.03 of this Agreement. If the employee opts to leave the new position within thirty (30) days of the transfer/promotion, he/she shall be permitted to return to his or her former position without loss of other benefits, provided the former position has not been filled. All transferees shall receive the regular unit orientation. An employee who is transferred from one Clinical Unit to another Clinical Unit within the same job classification shall not have her/his salary reduced by reason of such transfer.

2. Application of Seniority to Involuntary Transfer

An employee involuntarily transferred will be notified of the reason for the transfer.

Such employee will maintain her/his posted scheduled hours unless he/she agrees otherwise for at least four (4) weeks unless a nursing issue is involved in which case such schedule will be maintained for only three (3) weeks.

D. Seniority Application: Promotional Acting

The Employer may continue the practice of offering temporary promotional opportunities classified as "Acting". Such employee shall receive the pay of the higher position so long as the employee holds the position. An employee in an "Acting" position outside the bargaining unit for more than six (6) months will lose their seniority. A dispute concerning the period of such "Acting" status shall be subject to Section 13 herein.

E. Seniority Application: Special Project Positions

1. Seniority Application to Special or Non-Budgetary Fund Positions

When more than fifty percent (50%) of an employee's regular compensation rate is charged to a special or non-budgetary fund and such employee is

informed at the time of her/his employment or at the time of transfer that her/his employment is for a special non-budgetary or research project and subject to this paragraph shall not be subject to bump by employees not compensated fifty percent (50%) or more by the same special or non-budgetary fund. For purposes of layoff such employee will be considered to have bargaining unit seniority which may be exercised first within the project or grant to which assigned and then in accordance with Section 5.06 Layoff Procedure. Such employee shall be considered to have bargaining unit seniority for the purposes of transfer or recall to a vacant position outside of the special project, provided in each case that 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.

2. Seniority Application: Non-Grant Positions

Employees, fifty percent (50%) or more of whose regular compensation rate is charged to the Employer's budget, shall be considered as having seniority on that basis and not under a grant.

4.11 Seniority: Lists

Employer will, and at least monthly, post and furnish to the Association seniority lists and will correct such lists from time to time as may be necessary. The posted list will conclusively establish an employee's seniority unless the employee protests it, in writing, within thirty (30) days from presentation to the Association, or, if the employee is on leave of absence or vacation, or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

4.12 Status Report

A. Employer will provide to each employee, in January and July of each year, a record of base salary, experience, educational and shift differential. Any questions regarding salary information contained in these reports should be immediately brought to the attention of the Nursing Department. Errors in an employee's pay in base salary, experience, education or shift differential will be corrected retroactively to the date of the last semi-annual report or the date of the error, whichever is less.

B. The employer is committed to provide each employee "read only" access to "Acustaf" by no later than September 1, 2005. If it is unable to do so by such date an employee may request on a monthly basis and the Employer will provide a copy of his/her holiday, sick, and vacation time from his/her Nurse Manager.

Within thirty (30) days after ratification of this agreement an investigation into the practice of tracking compensatory time on every unit will be conducted and the Labor Management Committee, outlined in Section 3.03, will be convened to establish a uniform system of tracking compensatory time on each unit. The established system will be in effect by December 1, 2005.

5. WORK TIME

5.01 Normal Workday

For the purpose of determining application of an employee's regular compensation rate, the employee's normal workday will be seven and one-half (7½) consecutive

work hours or as otherwise specified under Section 5.08, excluding any scheduled meal period.

5.02 Normal Workweek and Flexitime

For the purpose of determining application of an employee's regular compensation rate, the employee's normal workweek will be thirty-seven and one-half (37½) hours in five (5) workdays and the employee will have two (2) days off in each workweek. The workweek begins 12:01 a.m. Sunday and ends midnight Saturday.

Employer will make best efforts to schedule an employee for no more than five (5) consecutive days in a workweek.

Flexitime

Clinical nurses will have eleven and one-half (11½) hour flexitime schedules in the following areas:

Cardiac

GP7C CTCC Step down
GP7W Telemetry/ Vascular
GP7E Cardiac Intervention
PCICU/CSICU/CPCU
CCU
CCL
Cardiology ADS NP's

GISS/ Neuro/ TI/Oncology

GP10C Oncology
GP11C Oncology/BMTU
GP10E MS/GI
GP9E MS/GI
GP8W Neuro/Stroke/Neurosurgery
GP8E Orthopedics/ Neuro
GP9C Transplant Institute
NSICU
SICU
Surgery/GU/GI NP's (Bell Commission coverage only)

MCH

P4 Pediatrics
P5 Pediatrics
KP4 Women's Health
KP5 Mother/ Baby
KP8 Mother/Baby
PICU
NICU
L&D

Rehab

KCC 2S Spinal Cord Injury
KCC 3S Brain Injury
KCC 4S Acute Medical Rehab
KCC 5S Acute Medical Rehab

Psychiatry

KCC 7N
KCC 7S

Perioperative

PACU 85% of positions shall convert to eleven and one-half (11 ½) hour shifts, the remainder will be 7.5 hrs.

Medicine

GP11W Med/Surg
RCU/GP9W Respiratory Care Unit, Medicine and Step down Unit
GP6W Acute Care of the Elderly
GP10W Medicine
GP11E Medicine
MICU
GP 8C Med/Surg

Emergency Department

Clinical nurses will have nine point three seven five (9.375) hour schedules in the following areas:

Dialysis

OR: 14 out of 106 OR positions, the remainder will be 7.5 hours.

Those areas not listed above shall remain as seven and one-half (7.5) hour shifts.

Perioperative

PACU and Operating Room will have a minimum of five (5) eleven and one-half (11½) hour shifts and five (5) nine point three seven five (9.375) hour shifts with the remaining shifts at seven and one-half (7.5) hours for new hires after ratification.

5.03 Work Obligation: Employee

An employee will work the hours assigned as her/his normal workday and workweek. An employee will report for work on time, ready, willing and able to work.

Employees will not be required to work involuntary overtime except in a disaster/emergency. A disaster/emergency is defined as storms, blackouts, accidents, and unplanned staffing shortages. Unplanned staffing shortages shall not include routine and/or foreseeable gaps in the schedule. An employee will be permitted to postpone overtime assignment five (5) times a year. Written records will be provided on overtime usage. In the event of any of the aforementioned occurrences, overtime will initially be sought on a voluntary basis by nurses on duty who are qualified to perform the job functions. Where there are no volunteers, Nursing Administration will make a best effort to seek coverage from nurses assigned to other units, per diem and part-time staff who are qualified to perform the job functions. Such overtime will be assigned in reverse order of seniority on a rotating basis. Such assignment of overtime will be effected in as equitable and consistent a

manner as possible. Employees will have a minimum of nine (9) hours between scheduled shift assignments.

5.04 Overtime Work: C mpensatory Time Off

Effective June 2, 1991, with the mutual consent of Employer and employee which shall not be unreasonably denied, the Employer may grant, on a straight time basis, compensatory time in lieu of overtime pay for those hours worked in excess of 37.5 but less than 40 hours in a work week. Employees consenting to compensatory time in lieu of overtime pay may not reconvert such time into overtime pay.

Accrued compensatory time must be taken within six (6) months of the date that it is earned. Scheduling of such time off shall not be unreasonably denied by the Employer. Requests for time off must be made and responded to in writing. Employees who have been denied time off four (4) times for the same accrued compensatory time may apply to have their requests reviewed by the Vice President, Nursing, or designee, and efforts will be made to facilitate the scheduling of such time off within thirty (30) days.

Employees will not be compensated for compensatory time not taken if a reasonable effort by the employee has not been made to schedule the time and the above procedure has not been followed.

5.05 Work Schedule

A. Posting

The Employer will establish a pilot program for self scheduling within thirty (30) days of the ratification of this agreement. The self scheduling program will be in effect for all units of the facility.

Employer will post a schedule of each employee's assignment, including any and all time off, not less than four (4) weeks in advance of the start of each workweek. Once a schedule is posted, it will not be changed except by mutual agreement between the Employer and employee concerned.

B. Shift Assignment

Shifts are defined as days, evenings and nights. Rotation shall be defined as any change of shift from that which is regularly assigned. Rotation is permitted only for the purposes of the new hire, transfer or promotional orientation/educational process during the probationary period and other educational programs of an advanced nature.

Except as provided elsewhere in this Agreement, or by mutual agreement, employees will not be required to rotate.

An employee who is off duty and has volunteered for overtime, or a per diem employee who is scheduled to work will be given at least one and a half (1½) hours notice of cancellation of a scheduled shift or he/she will be paid for four (4) hours at the rate of compensation that they would have been paid for that shift.

C. Floating

An RN shall not be floated inside or outside her/his area of clinical practice as listed below unless the RN received appropriate orientation. Such assignment will be made based on the needs of the patient(s) and the skills, experience and knowledge level of the nurse. A nurse who is floated will not be put in charge of a unit to which he or she is floated unless by mutual agreement. In the event employees on a unit are requested to float, they shall be floated in the following

order: agency, per diem, part-time, full-time, an employee working overtime in the unit.

Areas of Clinical Practice

Cardiovascular

7 Center – Cardiothoracic Surgery

7 East – Cardiac Intervention

7 West - Vascular

Cardiac Catheterization Laboratory

Non Invasive Cardiology

GI & Surgical Specialties

9 Center

10 East

9 East

94th Street Dialysis

Annenberg B-1 Dialysis

Maternal-Child Health

NICU

PICU

K 5 Mother/Baby

KP8 Mother/Baby

KP2 Labor and Delivery

P4 Pediatrics

P5 Pediatrics

KP4/KP7 Women's Health

Neuroscience & Restorative/Rehabilitation

GP8E Orthopedics/Plastics

GP8W

KCC2 Rehab

KCC3 Rehab

KCC4 Rehab

KCC5 Rehab

Oncology

GP10 Center

GP11 Center

Perioperative Services

Endoscopy

Cystoscopy

Neurosurgery Cluster

Ophthalmology Cluster

Orthopedics Cluster

GP 3 Center Tower

GYN/PIS

ENT/Plastics/Pediatrics

GP 3 West Tower

GP 3 East Tower

Pre-operative Services

Annenberg ORs

Cardiac Operating Rooms

Medicine

GP 11 West
GP8 Center
GP9 West/RCU
GP 10 West
GP 6 West
GP 11 East
P2-CRC

Psychiatry

KCC6 South
KCC7 North
KCC7 South
Madison 5
Madison 6

Critical Care

CSICU/PCICU/CPCU
SICU
MICU
NSICU
PACU
CCU

Emergency Department

Radiology

Nurses assigned to Post Anesthesia Care Unit shall float between PACUs and, in an emergency as defined in Section 5.03, to Critical Care Areas.

Effective July 7, 1991, all employees with seventeen (17) or more years of bargaining unit seniority will not be required to float except by mutual consent. In those instances when all of the employees on a specific shift or unit have seventeen (17) or more years of experience, the employees on the shift or unit may be required to float in an emergency as defined in Section 5.03 up to five (5) times during the year in inverse order of seniority.

A float Kardex will be available on every unit.

An employee will not float more than one (1) time (exclusive of the employee returning to his or her unit of origin) per shift except by mutual agreement.

Nurses on payroll prior to January 1, 1993, shall not be required to float except where mutually agreeable from inpatient to outpatient units and/or from outpatient to inpatient units for the purpose of covering routine staffing shortages except where it is current practice.

D. Weekend Scheduling

It is the intention of the Employer that every eligible full-time employee covered by this Agreement will have twenty-six (26) complete weekends off in each calendar year. But in the event that this is not possible and such employee does not receive twenty-six (26) complete weekends off in a calendar year, he/she shall receive a bonus of ninety dollars (\$90) multiplied by the difference between

twenty-six (26) and the number of complete weekends the employee had off in that calendar year. Non-eligible employees include part-time employees hired to work weekends; part-time employees hired to work a schedule of weekends in excess of twenty-six (26) per year; full-time employees who request (with Employer's consent) a schedule of work more than twenty-six (26) weekends per year; and such other employees as the parties may agree. Employer will continue to make best efforts to provide every other weekend off. Bonus payments will be made by March 15 of the following year. For employees who work the 11:00 p.m. to 7:00 a.m. or 7:00 p.m. to 7:00 a.m. work shift, the weekend shall be from 11:00 p.m. or 7:00 p.m. on Saturday to 7:00 a.m. on Monday.

5.06 Layoff Procedure

A. Definitions: As used in this section the following terms shall apply:

1. Care Centers shall include:

CARDIAC CARE CENTER

7 Center
7 East
7 West
Non Invasive Cardiology
Cardiac Catheterization Laboratory
CSICU/CPCU/PCICU
CCU
Cardiac Care Center Clinics

GI, NEUROSCIENCE AND SURGICAL SPECIALTIES CARE CENTER AND TRANSPLANTATION INSTITUTE

SICU
8 East
8 West
9 Center
9 East
10 East
NSICU
Annenberg B-1 Renal Treatment Center
Dialysis Center - 94th Street
General Radiology, MRI, Special Procedures
GI, Neuroscience and Surgical Specialties Care Center and Transplantation
Institute
Clinics

MATERNAL CHILD HEALTH CARE CENTER

Labor & Delivery
NICU
KP4 Women's Health
KP5 Mother/Baby
KP8 Mother/Baby
P4 Pediatrics
P5 Pediatrics
PICU
Adolescent Health Center - 94th Street
KP E Level, Women's Clinic

Pediatric Associates
Pediatric Blood Team

MOUNT SINAI REHABILITATION CENTER

KCC 2
KCC 3
KCC 4
KCC 5

ONCOLOGY CARE CENTER

Radiation Oncology
GP 10 Center Oncology
GP 11 Center Oncology
Infusion Services
IV Team/Donor Center/Apheresis
Oncology Care Center Clinics
Ruttenberg-Oncology Cancer Treatment Center

PERIOPERATIVE SERVICES CARE CENTER

PACU
Endoscopy
Cystoscopy
Neurosurgery Cluster
Ophthalmology Cluster
Orthopedics Cluster
GP 3 Center Tower
GP 3 West Tower
GP 3 East Tower
GYN/PIS
ENT/Plastics/Pediatrics
Annenberg ORs
Preoperative Services/DAS/Ambulatory Surgery

Cardiac OR'S

PSYCHIATRY CARE CENTER

KCC 6 South - Adult Psychiatry
KCC 7 South - Geriatric Psychiatry
KCC 7 North - Adult Psychiatry
Madison 5 - Adult Psychiatry
Madison 6 - Child/Adolescent Psychiatry
Ambulatory Psychiatry

MEDICINE CARE CENTER

GP 11W Amenities Unit
GP 8 Center
GP 9 West/RCU
GP 10 West
GP 5 West MICU
GP 6 West ACE Unit
GP 11 East
Medical Specialty Clinics
Jack Martin Fund Clinic
Geriatrics Practice

Senior Caring
IMA
NRC
Med-Peds Practice
Employee Health Service
Visiting Doctors
Clinical Research Center

Emergency Department

In the event that an existing care center is not listed above or if a new Area is created, placement into one of the groupings will be by agreement between the Association and the Employer.

2. "Qualified," for the purpose of this section, shall be defined as the ability to independently provide safe, direct patient care for the standard case load on the unit within a period not to exceed sixty (60) working days.
- B. A reasonable notice, not less than twenty (20) working days, will be provided to the Association and to the employees subject to layoff, and such notice will be in writing to the Association.
- C. In the event of a layoff within a job classification, probationary employees within that job classification within a care center as defined above shall be laid off first without regard to their individual period of employment. Non-probationary employees, in the care center, shall be next to be laid off on the basis of their bargaining unit seniority. Employees transferred or promoted into a new position will be treated as non-probationary employees for the purpose of layoff.

Employees subject to layoff who had been promoted previously from a staff nurse position will first be assigned to vacant staff nurse positions within their care center if qualified to perform the duties of the position as defined in (2) above. If there are no vacant positions within the care center, such employees may utilize their bargaining unit seniority to bump the least senior staff nurse within their care center if qualified to perform the duties of the position as defined in (2) above.

- D. In the event employees in the same job classification are scheduled to be laid off in one care center, and there exists a vacant position in another care center which the employees are qualified to perform, then bargaining unit seniority shall prevail in assigning such employees scheduled to be laid off to such vacant jobs.
- E. If there are no vacant positions in the same job classification, then the employee may bump the least senior employee in that job classification, or in any other job classification covered by this Agreement, provided the employee is qualified to perform the duties of that position as defined in (2) above.
- F. At no point may a less senior employee bump a more senior employee regardless of job classification. There shall be no more than two (2) bumps as the result of any one employee's position being eliminated.
- G. It is expressly agreed that the mechanism of layoffs, including the bumping procedure, will not be detrimental to the operation of a department, due to the significant depletion of experienced nurses. To that end, a Joint Committee of Council members and Nursing Administration will work on recommendations for the establishment of minimum numbers of Registered Nurses with skills required to maintain a specific clinical unit's standard for safe, specialized care, due to

layoffs. The Vice President, Nursing will have the final right to decide on the implementation of the advisory recommendations.

- H. In the event an employee originally scheduled to be laid off does not wish to exercise her/his right to bump or accept a vacant position per this section, such employee shall be deemed to be laid off.
- I. In all cases where a position is offered to an affected employee, the Employer shall make its best efforts to offer the employee a comparable position, which is defined as the same shift and number of hours within the same care center.
- J. Employees who accept non-comparable positions and apply for posted vacant positions, for which they are qualified as determined by the Vice President, Nursing, shall be given preference in filling such vacancies. Where two (2) or more such employees are under consideration for the same position, section 4.10, Seniority: Application, shall apply.
- K. In the event of a layoff, the Employer will not replace a laid off employee in a Care Center where there are no vacancies, with a per diem employee or combination of per diem employees on a regular basis. Per diem employees may be scheduled in the event of an emergency as defined in Section 5.03 Work Obligation: Employee.

5.07 Recall

Whenever a vacancy occurs in a job classification within a care center, employees from that care center who are on layoff in that classification shall be recalled in accordance with their bargaining unit seniority within their classification in reverse order in which they were laid off. If a vacancy occurs in a job classification where no employee in that classification from that care center has recall rights, then the laid off employee with the most bargaining unit seniority will be recalled if he/she is qualified to do the work and if not, the next senior employee will be recalled and so on. Employees shall remain on the recall list for two (2) years.

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

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

5.08 Alternate Workday and Workweek

Full-time employees assigned to work scheduling patterns whereby they work fewer than five (5) days a week but more than seven and one-half (7-1/2) hours a day will have their paid time off including holidays, personal business days, vacation days, sick leave, leave for death in family, marriage leave, paternity leave and adoption leave pursuant to paragraphs 7.01, 7.04, 7.05, 7.09, 7.11, 7.12, 7.13 and 7.19 converted to an hourly basis for utilization purposes. Employees assigned to work scheduling patterns under this paragraph will have rest periods, as provided in 7.16, scheduled on a pro rata basis and meal period as per Section 8.01.

A committee consisting of management and Council members will continue to propose guidelines for the implementation of alternative workday and workweek schedules.

5.09 Employment Security

An employee hired into a hospital budgeted position prior to January 1, 2003, shall not be subject to layoff during the term of this agreement except in the event of: closure

of beds for a sustained period, reduction or elimination of programs, any consequential reduction in reimbursement rates or a reduction in inpatient discharges/outpatient visits.

The Employer agrees not to layoff an incumbent bargaining unit employee in a hospital budgeted position for the purposes of replacing such employee with a non-RN position.

In addition, the Employer agrees not to reassign incumbent inpatient and outpatient hospital budgeted bargaining unit employees for the purpose of replacing them with unlicensed or unregistered personnel except in the event of a clinical programmatic change.

The Employer will notify the Association thirty (30) days prior to the replacement of an RN under this section and agrees to meet with the Association to discuss the replacement.

If there is a dispute under this section, the Association must file for expedited arbitration with the American Arbitration Association within five (5) working days of notification. The American Arbitration Association will assign the case to the first available arbitrator of those identified. However, if a decision by an arbitrator is not rendered to the contrary within seventy-five (75) days after notification of the Association, the Employer may implement its decision.

An RN who is placed in another bargaining unit position as a result of his or her position being eliminated will have the same orientation as an employee who transfers into such position.

For purposes of this section, Clinical Programmatic change will solely refer to:

- 1) change in type of patient population;
- 2) change in acute care to sub. acute care;
- 3) a demonstrated change in patient acuity within an area of clinical practice as the result of a change in clinical modality.

6. M NETARY BENEFITS: COMPENSATION FOR TIME WORKED

6.01 Base Compensation Rate

An employee's base compensation rate is an employee's salary exclusive of all differentials.

6.02 Regular Compensation Rate

An employee's regular compensation rate, as stated in Schedule A of this Agreement, will apply to all work time up to thirty-seven and one-half (37½) hours in a workweek. An employee's regular compensation rate will include any shift differential, experience differential and education differential to which the employee is entitled pursuant to paragraphs 10.04, 10.05, 10.06, 10.07 and 10.08 of this Agreement.

6.03 Premium Compensation Rate: Overtime Work

An employee's compensation rate for work exceeding thirty-seven and one-half (37½) hours in a workweek will be one and one-half (1½) times the employee's regular compensation rate. For this paragraph's purpose, an employee's workweek will be deemed to include time compensated for holidays, free days, vacations, sick leave days, leave for death in the family, marriage leave, paternity leave, jury duty leave and

compensatory time pursuant to paragraphs 5.04, 7.01, 7.04, 7.05, 7.09, 7.11, 7.12, 7.13 and 7.14 but will not include time compensated under paragraph 10.09, On-Call pay.

6.04 Compensation Rate: Holiday Work

An employee's compensation rate for work on a holiday will be the employee's regular compensation rate plus any holiday pay under paragraph 7.03.

6.05 Premium Compensation Rate: Limitations

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

6.06 Pay Period

Frequency of payment shall continue as heretofore. Errors in pay including advance vacation pay shall be corrected with a check for the corrected amount by the close of the next business day after a payroll inquiry has been submitted. The Employer shall distribute the corrected check through nursing payroll. Effective September 5, 1993, such check shall have an explanation of appropriate deductions. (All time periods herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.)

Once Accustaf is submitted to Nursing Payroll, no changes should be made unless the employees' Clinical Nurse Manager is notified. Deductions will not be taken from an employees' check without prior notification to employee

7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

7.01 Holidays: Designation

Each permanent full-time employee, after thirty (30) days' employment, will be entitled annually to the following holidays:

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

A permanent part-time employee will receive a proportionate benefit under this paragraph.

7.02 Holidays: Entitlement

Recognizing that the Employer works every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis subject to operational requirements and to consult with the employee as to preference.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an additional day's regular pay or day off with regular pay within thirty (30) days of the holiday. If a holiday falls during an employee's vacation, at the option of the Employer, the vacation may be extended by one (1) day, or the employee may

receive an extra day's pay or a day off with regular pay. In making the determination, the Employer will take into consideration the employee's expressed preference.

If an employee is absent the scheduled workday before and/or the scheduled workday after a paid holiday or day in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished. (See Exhibit F.)

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours holiday time for each holiday as per 7.01 Holidays: Designation.

7.03 Holidays: Pay or Equivalent Time Off

An employee who is not scheduled to work on a holiday will be paid at the employee's regular compensation rate.

An employee who is scheduled to work on any of the eight (8) holidays 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 within thirty (30) days of the holiday or an additional day's regular pay in lieu thereof as determined by the Employer. The day on which the holiday is legally celebrated shall be the day on which holiday premium pay is paid to an employee, except for Christmas Day, New Year's Day and Independence Day when holiday pay will be paid on December 25, January 1 and July 4.

An employee scheduled to work a flex-time schedule shall be paid at a rate of one and one-half (1½) times the employee's regular compensation rate for all hours worked on the holiday.

7.04 Personal Business Day and Voting Privileges

A full-time employee, after thirty (30) days of employment, shall be entitled to four (4) "free days" at the employee's regular compensation rate. Free days shall not be unreasonably denied. An employee may however utilize two (2) such days as emergency days which shall require two (2) hours' notice to the Employer, unless proper excuse is presented for the employee's inability to give notice. Once scheduled, regularly scheduled free days shall not be canceled except in an emergency. A permanent part-time employee shall receive a proportionate benefit under this paragraph.

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours for each of four (4) "free days" for a total of thirty (30) hours, fifteen (15) hours of which may be utilized for emergency days.

Employee will be entitled to time off with pay to vote at city, state and federal elections, if and when necessary, in accordance with New York State Law.

7.05 Vacation: Amount

A permanent full-time employee with less than five (5) years' continuous employment will receive annually twenty-two (22) days' paid vacation; a permanent full-time employee with more than five (5) years' continuous employment will receive annually twenty-five (25) days' paid vacation. A new employee may elect to take eleven (11) vacation days after six (6) months' employment. An employee with less than six (6)

months' employment shall not be entitled to vacation. A permanent part-time employee will receive a proportionate benefit under this paragraph.

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours for each vacation day under this paragraph or a total of one hundred sixty-five (165) hours for permanent full-time employees with less than five (5) years' continuous employment and one hundred and eighty seven and one-half (187½) hours for permanent full-time employees with more than five (5) years' continuous employment.

7.06 Vacation: Pay

An employee entitled under paragraph 7.05 will be paid for vacation at the employee's regular compensation rate. Vacation pay shall be given one (1) week prior to starting vacation, provided such vacation is scheduled at least four (4) weeks in advance. Vacation pay shall be given two (2) weeks prior to starting vacation in those instances where such vacation is both scheduled and the pay is requested in writing at least four (4) weeks in advance. An employee may request that the Employer defer vacation pay.

7.07 Vacation: Entitlement

The vacation eligibility year and/or the vacation eligibility dates shall be as heretofore. No unpaid absence 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; for example, the period of time actually worked as that period relates to the period of vacation pay due the employee. An employee who has resigned with appropriate notice or who has been discharged, except for cause, and who had not received the entitled vacation, shall receive a vacation allowance, the amount of which is to be calculated in accordance with paragraph 7.05.

7.08 Vacation: Scheduling

The vacation period will be the entire year and an employee will, subject to the Employer's operating requirements, have his or her choice of vacation time. No part of the employee's vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year and an employee will not be compensated for vacation not taken from prior years. The Employer may grant pay in lieu of vacations with consent of employee. An employee may elect to use unused free days and holidays in conjunction with vacation days, subject to the scheduling needs of the Department. Vacation days may be taken singularly. Once vacation schedules are finalized, no Council member may displace another Council member from an approved scheduled vacation.

An employee's vacation request shall be responded to in writing within ten (10) workdays after the submission deadline of April 1, August 1 and December 1. Requests submitted after the submission deadline will be determined by order of submission and answered within five (5) workdays.

7.09 Sick Leave: Entitlement and Amount

A permanent full-time employee, after thirty (30) days' employment, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment up to a maximum of twelve (12) days per year. After five (5) years' continuous employment, an employee will be entitled to fifteen (15) sick leave days per year. An employee

may accrue sick leave to a maximum of one hundred fifty (150) days. A permanent part-time employee shall receive a proportionate benefit under this paragraph.

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours for each sick day under this paragraph earned at a rate of seven and one-half (7½) hours for each month of employment up to a maximum of ninety (90) hours per year. After five (5) years' of continuous employment, an employee will be entitled to one hundred and twelve and one-half (112½) hours of sick time per year. An employee may accrue sick leave to a maximum of one thousand one hundred and twenty-five (1,125) hours.

7.10 Sick Leave: Pay

An employee will be paid for sick leave at the employee's regular compensation rate. To be eligible for sick leave benefits, an employee who is absent due to illness or injury will make a good faith effort to notify his or her supervisor at least two (2) hours prior to the start of his or her workday unless a proper excuse is presented for the employee's inability to give notice.

Employees who have been on sick leave may be required to be cleared by the Employer before being permitted to return to duty.

If an employee resigns or is dismissed or laid off and has exceeded his or her allowable sick leave, the excess sick leave pay shall be deducted from any monies due him or her from the Employer at the time of resignation, layoff or dismissal.

The Employer shall, after an employee has been sick or disabled for a continuous period of more than five (5) workdays, pay sick leave pay to which an employee is entitled at a rate in accordance with weekly salary as follows:

Weekly Salary	Percentage of Sick Day Paid
\$383 - \$575	45%
\$576 - \$767	60%
\$ 768 - \$959	70%
\$ 960 - \$1150	75%
\$1151 - \$1534	80%
\$1535+	85%

of a day's pay for each day of continuous sickness or disability exceeding the five (5) workdays.

At the employee's option, he/she may utilize up to twenty (20) days of accrued sick leave prior to receiving disability benefits. Such employee, however, is required to apply for disability and assign payment to the Employer for all workdays exceeding five (5) and less than twenty-one (21).

Effective May 10, 1993, the Employer shall continue to make contributions pursuant to Section 9.02 for up to six (6) months on behalf of employees who are absent due to illness, injury or disability.

Effective January 1, 1991, an employee may with a written request elect to convert other accrued time into sick time in the event he/she utilizes all her/his sick time.

The Employer agrees that if a nurse is exposed to a communicable disease in performance of her/his assigned duties and is sent home by the Employer during the incubation period, the Employer will continue to pay the employee her/his regular compensation without deducting such amount from her/his sick leave accrual or other accrued time.

7.11 Leave for Death in Family

A permanent full-time employee after thirty (30) days' employment, will be granted a paid leave of absence of three (3) days in the event of the death of the employee's parent, spouse, significant other, child, brother, sister, grandparent, mother-in-law and father-in-law. In addition, the employee may utilize, with appropriate notice, accrued vacation, personal business days or holidays to which he/she is entitled. Leave under this provision shall not be unreasonably denied. The Employer may request proof as to the relationship with the deceased individual in all cases. An employee will be paid for such days at the employee's regular compensation rate. A permanent part-time employee will receive a proportionate benefit.

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours for each day under this paragraph for a total of twenty-two and one-half (22½) hours.

For the purposes of this section, "significant other" shall be defined as a person with whom the employee has had a spouse-like relationship.

7.12 Marriage Leave

A permanent full-time employee, after thirty (30) days of employment, shall receive a three (3) day paid leave of absence at the employee's regular compensation rate, in the event of the employee's marriage. This leave shall be taken at the time of the occurrence. A permanent part-time employee will receive a proportionate benefit under this paragraph.

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours for each day under this paragraph for a total of twenty-two and one-half (22½) hours.

7.13 Parental Leave

A permanent full-time employee, after thirty (30) days of employment, shall receive one (1) day paid leave of absence at the employee's regular compensation rate, in the event of the birth of his or her child. A permanent part-time employee will receive a proportionate benefit under this paragraph.

Employees working a flextime schedule as per 5.02 Normal Workweek and Flextime will be entitled to seven and one-half (7½) hours paid leave of absence under this paragraph.

7.14 Jury Duty Leave: Amount

A permanent full-time employee, after thirty (30) days of employment, will be granted leave for jury duty. An employee will be paid for such leave the difference between pay actually received from such jury duty and the pay the employee would have received had he or she worked such days, which shall not include "on-call" jury time when an employee is able to be at work. A permanent part-time employee will receive a proportionate benefit under this paragraph. The Employer will make every

effort to schedule employees off on the 7pm to 7am shift on the day preceding scheduled Jury Duty.

7.15 Jury Duty Leave: Procedure

An employee who is summoned, not volunteered, to jury duty, will promptly so notify Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify Employer of such release.

7.16 Rest Period

An employee working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each as assigned by the Employer in each workday. An employee who works at least a full half ($\frac{1}{2}$) shift shall be entitled to one (1) such fifteen (15) minute rest period as assigned by the Employer. An employee not assigned a rest period due to the operational needs of the department will accrue such time for utilization at a later date. Accrued rest periods must be taken within six (6) months of the date that they are earned. Scheduling of such time off shall not be unreasonably denied by the Employer. Requests for time off must be made and responded to in writing. Employees who have been denied time off four (4) times for the same accrued rest periods may apply to have their requests reviewed by the Vice President, Nursing, or designee, and efforts will be made to facilitate the scheduling of such time off within thirty (30) days. Employees will not be compensated for rest period time not taken if a reasonable effort by the employee has not been made to schedule the time and the above procedure has not been followed.

7.17 Paid Leave of Absence: Limitation

All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived. Employee will be terminated for obtaining leave by false pretense or for failing to return from a leave.

7.18 Check Cashing

Employees shall be afforded a reasonable time during which to cash paychecks.

7.19 Adoption Leave

A permanent full-time employee, after thirty (30) days of employment, shall receive a one (1) day paid leave of absence at the employee's regular compensation rate in the event of the employee's legal adoption of a child. A permanent part-time employee will receive a proportionate benefit under this paragraph.

7.20 Sabbatical Leave

The Vice President, Nursing or designee shall select up to two (2) full time eligible applicants to participate in a sabbatical leave of up to six (6) months which may be extended an additional six (6) months at the discretion of the Vice President, Nursing or designee. To be eligible for a sabbatical leave, an employee must have:

1. at least eight (8) years of bargaining unit seniority and two (2) years of service within the same job classification;
2. above average overall performance appraisal ratings during the past three years;
3. not received any written disciplinary warnings within the past three years;
4. committed to return to the employ of the Employer upon completion of the sabbatical leave.

5. submitted a written request for sabbatical leave to the Vice President, Nursing or designee at least six (6) months in advance of requested time period. The application must provide the name of the sponsor, institution or organization in which the sabbatical period will be spent, the duration and specific months of the leave, and a proposal that delineates the goals and/or scholarly activities that adds to the body of Nursing knowledge that will be undertaken during the leave. Administrative guidelines for a sabbatical leave shall be mutually agreed upon by the parties within three (3) months of contract ratification.

The Employer shall continue to make contributions pursuant to Section 9.02 Association Benefits Funds and Section 9.03 Association Pension Plan while an employee is on an approved sabbatical leave. The Employer will assist the employee in his or her efforts to obtain funding for a sabbatical leave, which has been approved, inclusive of the employee's salary if necessary. Upon the expiration of an approved sabbatical leave, an employee will be entitled to return to work in the same position. Employees may be required upon their return from a sabbatical leave to make a presentation regarding the results of their sabbatical.

8. UNPAID LEAVE

8.01 Meal Period

An employee will have a one (1) hour meal period; except an employee working the night tour will have a one-half ($\frac{1}{2}$) hour meal period without work responsibility, at a reasonable time each day, as Employer may assign. The meal period will not be considered time worked.

8.02 Personal Leave: Basis and Amount

On application as required by paragraph 8.03, a permanent full-time employee or permanent part-time employee who has completed six (6) months or more of continuous employment with Employer will be eligible for leave of absence up to one (1) year for personal illness, maternity, and education at an accredited educational institution. Family leave, which shall be defined as a leave for the purpose of caring for a dependent child, significant other or parent, and other leaves of absence without pay for other reasons will not be unreasonably denied by Employer. Domestic violence leave will be granted after consultation and recommendation from the Employer's Employee Assistance Program or a certified domestic violence counseling service for the purpose of a court appearance, legal consultation, doctor visit or arrangement to move primary residence. At the end of a leave of absence of three (3) months or less, the employee will be entitled to return to work in the same position held immediately prior to the leave of absence.

Employees on a disability leave, maternity leave, workers' compensation leave or any leave mandated by the Employer for a period of four (4) months or less will be entitled to return to work in the same position held immediately prior to the leave of absence. At the expiration of any leave over three (3) or four (4) months as per the above, the employee will be entitled to return to work in the first opening, in the same job title, without loss of previously accrued seniority

8.03 Personal Leave: Procedure

An employee desiring leave of absence under paragraph 8.02 will apply for it in letter form to the Senior Vice President, Nursing or his/her designee within a reasonable time before the requested effective date and the Senior Vice President, Nursing or

his/her designee will notify the employee of her decision within a reasonable time. An employee desiring extension of any leave of absence will submit a similar application not later than five (5) days before the scheduled expiration of that leave and Employer will notify the employee of its decision within a reasonable time after receiving such application. Employer will simultaneously notify Association of any leave or extension granted and its duration.

8.04 Personal Leave: Limitation

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

8.05 Military Leave

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

8.06 Leave Under the Family and Medical Leave Act (FMLA)

Where both spouses are entitled to a FMLA leave for the birth of a child, and are employees, they shall each, individually be eligible to receive their full entitlement under FMLA.

The Employer will provide notification in writing whenever a leave is designated FMLA.

9. MONETARY BENEFITS: HEALTH, PENSION AND LIFE INSURANCE

9.01 Statutory Insurance

Employer will comply with: (a) the Federal Insurance Contribution Act, and (b) the New York Workers' Compensation Law.

9.02 Association Benefits Fund

The Employer shall contribute to the New York State Nurses Association Benefits Fund the following sum for Plan 961A for each full-time permanent employee effective on the following date:

Effective January 1, 2005 to December 31, 2005 - \$10,154 per annum
Effective January 1, 2006 to December 31, 2006 - \$11,227 per annum
Effective January 1, 2007 to December 31, 2007 - \$12,684 per annum

- A. Such contribution will be prorated for each permanent part-time employee provided that the balance is contributed by the part-time employee.
- B. Such contribution shall be made monthly (1/12th of annual contribution) upon the previous month's payroll. 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 by January are to be received no later than January 31. In addition, such contributions for newly hired employees shall be made on a pro rata basis on the first day of the month following employment covering only hospitalization, major medical, weekly indemnity (disability) and related administrative costs. After the completion of three (3) full months of service, contributions shall be made for full benefit coverage.

- C. Such contribution shall not be made for per diem employees and other "non-permanent" part-time employees not otherwise eligible for benefits under this Agreement.
- D. The Fund shall be held and administered under the terms and conditions of the Agreement and Declaration of Trust. The Trustees are solely responsible for the establishment of the Benefits Fund, and the levels of benefits provided. Contract provisions will be modified to conform with the Trust Agreement.
- E. The parties shall agree upon an impartial arbitrator in accordance with the American Arbitration Association Rules to hear and determine any dispute which may arise between the parties as to a claim that any payment to said Fund is overdue or any payment to the Employer for services is overdue. The re-appointment of an arbitrator or the appointment of a new arbitrator shall be decided by the parties each year of the Agreement.
- F. Should the Association agree with any other health care facility to provide the same benefits for the same time period at a lower contribution rate approved by the Trustees (except for a self-supporting rate which is lower solely because of an actuarial adjustment made to reflect differing contract effective dates), the Employer shall reduce its contributions hereunder to such lower rate.
- G. The Employer shall, on request of the Fund Administrator in writing, provide such documentation with respect to the 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. 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 time payment is received at the rate of one and one-half percent (1-1/2%) per month.
- I. The Employer shall execute an Acknowledgment of Trust, if it has not yet done so.
- J. Employees will be given the opportunity to opt out of the Association Benefit Fund during the term of this agreement in accordance with the terms and conditions of the resolution and the policy and procedures adopted by the Trustees of the New York State Nurses Association Benefit Fund. Each employee who opts out will receive \$2,860 per annum.

9.03 Association Pension Plan

The Employer shall contribute to the New York State Nurses Association Pension Plan the following sum for each full-time permanent employee (exclusive of probationary employees, per diem employees, and other "non-permanent" part-time employees not otherwise eligible for benefits under this Agreement) on the following date:

January 1, 2005	\$6,324 per annum
January 1, 2006	\$7,278 per annum
January 1, 2007	\$7,866 per annum

- A. 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.
- B. Contributions on behalf of new employees shall begin no later than the first of the month following the month during which the employee completes three (3) months of service; per diem employees, and other "non-permanent" part-time employees are not otherwise eligible for benefits under this Agreement.
- C. Such payments shall be made on the basis of one-twelfth (1/12th) of amounts above for each month. The Employer shall remit payment to the above Pension Plan by no later than the second week following the period for which they are calculated.
- D. Such payments shall be used by the Trustees of the New York State Nurses Association Pension Plan for the purpose of providing pension benefits for employees as Trustees may from time to time determine. The Trustees are solely responsible for the levels of pension benefits provided. Contract provisions will be modified to conform with the Trust Agreement.
- E. The New York State Nurses Association Pension Plan shall be a complete substitute for the League Plan for all employees as herein provided who now or in the future become participants of the New York State Nurses Association Pension Plan and accordingly, the New York State Nurses Association Pension Plan shall assume the obligation for the past and current service credits, vesting rights and other benefits earned under the League Plan in accordance with the terms in effect as of July 1, 1974; except for the obligations assumed herein for retirees and prospective contributions to the New York State Nurses Association Pension Plan; the Association, New York State Nurses Association Pension Plan and the employee shall have no further claim for pension or retirement benefits upon the Employer or the League Plan and its accumulated assets and all such benefits presently accrued under the League Plan whether or not vested, are, except as otherwise specifically provided herein for the period July 1, 1974 to July 1, 1975, waived for the employees covered by this Agreement.
- F. The parties agree to designate an impartial arbitrator in accordance with the American Arbitration Association Rules to hear and determine any disputes which may arise between the parties as to a claim that any payment to said Fund is overdue or any payment to the Employer for services is overdue. The reappointment of an arbitrator or the appointment of a new arbitrator shall be decided by the parties each year of the contract.
- G. Should the Association agree with any other health care facility to provide the same benefits for the same time period at a lower contribution rate approved by the Trustees (except for a self-supporting rate which is lower solely because of an actuarial adjustment made to reflect differing contract effective dates), the Employer shall reduce its contributions hereunder to such lower rate.
- H. The Employer shall, on request of the Plan Administrator in writing, provide such documentation with respect to employees covered by the Plan as may reasonably be necessary to establish the validity of claims made on the Plan or the number of

and identity of such employees for whom contributions were made during the term of this Agreement.

- I. In the event the Employer shall fail to make payments by the due date, the plan shall be entitled to charge interest upon such obligations at the rate of one and one-half percent (1.5%).
- J. The Employer shall execute an Acknowledgment of Trust, if it has not yet done so.
- K. The Employer will provide to the Plan Office by March 1 of the following plan year a computerized magnetic tape, or hand copy list where the Employer does not have computer capability, 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; and
 - (g) Annual base compensation including experience differential, but excluding overtime, shift and educational differentials and any other form of compensation.

9.04 Benefits for HIV/AIDS, TB & Hepatitis

A nurse who is receiving Workers' Compensation benefits based on a determination that the nurse contracted the HIV virus, TB, or hepatitis or has developed AIDS as a result of a work-related incident and discontinues working for the Employer as a result of such illness, will be eligible for continuation of medical benefits until the nurse qualifies for Medicare disability health care benefits (maximum period not to exceed twenty-nine (29) months from date of onset of disability). The nurse must apply for social security disability benefits and any other health care benefits for which the nurse may be eligible under any program that is available. This continuation of medical benefits will be secondary to any other coverage.

After one (1) year an employee eligible for continuation of medical benefits under this section shall have no reinstatement rights under 8.02 Personal Leave: Basis and Amounts.

9.05 Supplemental Long Term Disability

The Employer shall administer the Supplemental Long Term Disability Plan selected by a Labor/Management Committee. The cost of this program will be borne by the participants in the program. The program will be administered by the Employer as a payroll deduction. Participation in such program is on a voluntary basis.

10. MONETARY BENEFITS: MISCELLANEOUS

10.01 Terminal Benefits

A permanent full-time or permanent part-time employee whose employment is terminated for a reason other than resignation or just cause will receive as terminal allowance: (a) twenty (20) workdays' notice or compensation to the extent such notice is deficient; (b) accrued vacation pay prorated to the employee's termination

date; (c) unused accumulated free days; (d) unused accumulated holidays; and (e) any amount due for earned certification award.

10.02 Resignation

An employee whose employment is terminated by resignation will give Employer four (4) weeks' required notice or forfeit terminal benefits. An employee must work the entire resignation notice period, except for bona fide illness or scheduled time off, or forfeit terminal benefits.

10.03 Discharge and Penalties

The Employer shall have the right to discharge, suspend or discipline any employee for cause. The Employer will notify the Association at its office and the Chairperson of the Council in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Association desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days but not later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth; however, commencing at Step Two of the grievance procedure.

10.04 Shift Differential: Evening and Night Shift

Employees who are assigned to evening and night tours shall receive as additional compensation the sum of five thousand dollars (\$5,000) per annum effective January 6, 1991, prorated on the basis of the number of their shifts actually assigned. Effective January 1, 1995, such amount shall be increased to five thousand two hundred dollars (\$5,200) per annum. Effective February 23, 2003 such amount shall be increased to five thousand four hundred dollars (\$5,400) per annum.

1. Effective January 5, 1992, employees scheduled to work a twelve and one-half (12.5) hour shift with at least seven (7) hours after 3:00 p.m. will be entitled to a prorated shift differential.
2. Effective January 3, 1994, employees scheduled to work a nine point three seven five (9.375) or twelve (12) hour shift ending at or after 7:00 p.m. will be entitled to a prorated shift differential retro to 5:00 p.m.
3. The Employer agrees to grandparent current shift differential pay arrangements for employees who were scheduled to work eleven and one-half (11 ½) hours shifts prior to April 30, 2002.

Effective upon ratification, day shift employees newly scheduled to work an eleven and one-half (11 ½) hour shift will be entitled to a prorated shift differential for all hours worked after 6 PM. Night shift employees scheduled to work an eleven and one-half (11 ½) hour shift will be entitled to the full shift differential.

10.05 Experience Differential: New Employees

Permanent full-time employees who, at the time of employment by Employer, have had, within the prior ten (10) years, verifiable experience comparable to that of an employee in Employer's employ as determined by the Vice President, Nursing, will be paid additional compensation above the base rate per Schedules B and B-1.

A permanent part-time employee will be entitled to a proportionate benefit under this paragraph. The amounts are not cumulative.

10.06 Experience Differential: Present Employees

A permanent full-time employee hired without outside experience thus not receiving differential under 10.05 will be paid additional compensation above the base rate for continuous service after the employment date per Schedules B and B-1.

Payment under 10.06 will be made in the first pay period following the month in which the anniversary date occurs. A permanent part-time employee will be entitled to a proportionate benefit under this paragraph.

10.06-A Experience Differential: Limits Upon Application of 10.05 and 10.06

The total Experience Differential applying only 10.06 or applying 10.05 and 10.06 will not exceed twenty-five thousand six hundred fifty dollars (\$25,650).

1. Effective July 4, 2004, this amount shall not exceed twenty-five thousand five hundred (\$25,500) dollars.
2. Effective July 2, 2006, this amount shall not exceed twenty-five thousand five hundred (\$25,500) dollars.
3. Effective July 1, 2007, this amount shall not exceed twenty-five thousand six hundred fifty (\$25,650) dollars.

10.07 Education Differential

Effective February 8, 1996, the Employer will pay additional compensation to a permanent full-time employee (excluding employees classified as Education Specialist, Nurse Practitioner or Nurse Clinician) as educational differential only in accordance with the eligibility enumerated in paragraph 10.10B as follows:

	Effective 1/7/90
A. Baccalaureate degree from an accredited educational institution per annum	\$1,000.00
B. Master's degree from an accredited educational institution per annum	\$1,200.00
C. Doctorate degree from an accredited educational institution per annum	\$1,500.00

Above amounts (under A, B, and C) shall not be cumulative. A permanent part-time employee will be entitled to a proportionate benefit under this paragraph. Education differentials currently being paid to employees hired prior to February 8, 1996 for a degree not enumerated in paragraph 10.10B shall continue.

10.08 Differential for Work in Higher Classification and Charge Duties

A Clinical Nurse who is designated on occasion by the Clinical Nurse Manager, to perform the "in charge duties", shall receive a one dollar and twenty-seven cents (\$1.27) per hour differential. All amounts shall be prorated for flex-time employees. "In charge duties" for the purposes of this section shall be defined as

designated to be responsible and accountable for managing and coordinating the delivery of patient care for a clinical unit.

Effective January 7, 2006, A Clinical Nurse who is designated on occasion by the Clinical Nurse Manager, to perform the "in charge duties", shall receive a one dollar and fifty cents (\$1.50) per hour differential.

Effective July 1, 2007, A Clinical Nurse who is designated on occasion by the Clinical Nurse Manager, to perform the "in charge duties", shall receive a two dollar (\$2.00) per hour differential.

10.09 On-Call

An employee required by the Employer to be on-call off Hospital premises, shall receive, during such time, a rate of pay equal to three-fourths (3/4ths) of his or her regular compensation rate. An employee on-call, called to work at other than during the normal work hours, shall receive time and one-half (1½) for all such hours worked outside of the normal workday with a guaranteed minimum of pay for four (4) hours' work. There will be no pyramiding of pay under this paragraph.

The Employer shall provide each on-call employee with an upgraded beeper and a room at the employee's request.

An employee on-call who is called to come in shall report for duty prepared to work within thirty (30) minutes after he/she is verbally notified to come in.

Employees in Home Care who volunteer for on-call will receive forty-five dollars (\$45) for each period from 4:30 p.m. to 8:30 a.m. that they are on-call and an additional fifty dollars (\$50) for each visit required during the on-call assignment.

Effective January 1, 2002, ten (10%) percent of the full-time permanent employees in the OR's may elect to be excused from taking on-call assignments. Such election shall be for a six (6) month period and shall be made on the basis of OR seniority.

10.10 Tuition Refund

A full-time employee will be reimbursed for all successfully completed courses in an accredited Baccalaureate or higher degree nursing program.

- A. Employees shall be reimbursed for tuition to a maximum of sixteen (16) credits. Upon receipt of reimbursement of \$4,500 or more during an academic year (September to September), the employee will sign an agreement with a service commitment to the Employer for a period of one (1) year. An employee who fails to fulfill this service commitment will be required to repay the amount reimbursed to the Employer. Employees hired after February 8, 1996 must be employed in a full-time bargaining unit position for at least one (1) year prior to becoming eligible for reimbursement under this paragraph.
- B. In order to be eligible for reimbursement under this provision, the courses taken must be offered by an accredited educational institution and be part of an approved nursing program.
- C. Reimbursement for an external degree shall be based on actual costs incurred by the employee as limited by A and B above.

- D. Such eligibility for reimbursement shall be based on matriculation or qualifying for matriculation. Tuition refund while qualifying for matriculation shall be granted to a maximum of sixteen (16) credits, but limited to twelve hundred dollars (\$1,200.00) for employees hired after December 31, 1979.

10.11 Certification Award

Employer shall pay additional compensation in the amount of one thousand dollars (\$1,000) per annum effective March 3, 1991 to a permanent full-time employee as an award for certification (in the specialty practice in which he/she is employed) by a recognized professional nursing organization. Each employee will be limited to receiving one (1) certification award and as such will not receive an award for additional specialty certifications received. A permanent part-time employee will be entitled to a proportionate benefit under this paragraph. Such payment will be made in a lump sum by March 15 of each year for the previous year. Effective January 1, 1994, such amount shall be increased to one thousand two hundred fifty dollars (\$1,250) per annum.

10.12 Across-The-Board Increases

- A. Employees who are employed as RNs who are on payroll on the following dates shall receive:

Effective January 30, 2005 three percent (3%) of their base compensation rate in effect on January 29, 2005.

Effective February 26, 2006 three percent (3%) of their base compensation rate in effect on February 25, 2006.

Effective January 6, 2007 three percent (3%) of their base salary in effect on January 5, 2007.

The above increase will also apply to per diem rates.

- B. Employees hired after January 1, 1999 shall receive, at time of hire, the base salary appropriate to their classification as indicated in Schedule A.

10.13 Severance Pay

If an employee is permanently severed from the payroll through no fault of his or her own by action of the institution, severance pay at the rate of one (1) week's pay for each year of service with a maximum of four (4) will be granted.

10.14 Promotional Increase

An employee promoted to a higher job classification within the bargaining unit shall receive a promotional pay increase of two thousand dollars (\$2,000) or the new job rate, whichever is higher.

10.15 Preceptorship Differential

Effective upon ratification employees' functioning as preceptors will receive eighteen dollars and seventy-five cents (\$18.75) per shift. All amounts shall be prorated for employees on flex-time when they are functioning as preceptors. A preceptor's patient assignment will take into consideration the nursing care needs of the patient, the learning needs of the orientee and the teaching responsibility of the preceptor. Clinical nurses shall precept other clinical nurses.

11. HEALTH AND SAFETY

11.01 Employer Obligations

A. X-Ray

An employee shall not be required to hold a patient during an X-Ray without appropriate protective gear.

B. Safety Equipment

The Employer will furnish proper facilities and equipment for the safety and health of all of its employees, conforming with applicable ordinances and laws. "Safer Needle Devices" shall be available for all uses in all areas to the extent practicable.

C. Universal Precautions

The Employer will maintain the Universal Precaution Standard recommended by the Infection Control Committee, on all units. A new employee will receive an inservice regarding such standards upon hire and once a year thereafter. All employees will receive proper training regarding these standards at least annually.

D. Safety Precautions

The Employer acknowledges its responsibility to provide a workplace free from violence and recognized hazards that are causing or likely to cause serious injuries or illnesses.

The Employer will implement a monitoring program consisting of air sampling under the direction of qualified personnel. The Employer shall also monitor the level of gases and vapor in the Operating Room and Infectious Disease Clinic on a quarterly basis and post the results of such test in an area accessible to employees. Any other areas that regularly use gases or aerosolized medication will be tested annually and the results will be posted in an area accessible to employees. The Employer agrees to adhere to Occupational Safety and Health Administration standards.

E. The Association may initiate any grievance regarding health and safety matters at Step Three. All such grievances shall be scheduled by the Employer within two (2) working days of filing and heard within ten (10) workdays.

F. The parties agree to establish a health and safety committee whose primary function is to identify, discuss and resolve issues pertaining to the health, safety and well-being of employees at the Hospital. Such committee shall meet bimonthly.

Committee representatives by mutual agreement shall have the ability to invite other people, groups, or individuals representing groups to participate in this committee from time to time.

11.02 Employee Obligation

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

11.03 Health Examination

Employer will, at its expense, give each employee a general health examination (including tine test or current medical practice) when the employee enters Employer's employment. Based on the result and findings thereof, regardless of

any other term or condition of this Agreement, Employer may refuse to hire or may discharge any new employee if such results or findings indicate a danger to the health, safety or welfare of the patients of the Employer and such discharge is in accordance with applicable law. The Employer will also offer employees a PPD every six (6) months or sooner if the employee is working in a high risk area.

In the event an incumbent employee develops an illness or condition which poses a danger to the health, safety or welfare of patients of the Employer, the Employer agrees to take reasonable steps to accommodate such employee. An employee shall not suffer a loss of pay or benefits as a result of such action provided the employee is able to function in the bargaining unit job assigned.

11.04 Security

The Employer shall continue its efforts to improve security services.

12. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither Association nor any employee will, directly or indirectly, cause, engage or participate in any strike, work stoppage, work interruption, work interference, slowdown, picketing, or boycott during the life of this Agreement. Employer will not, directly or indirectly, cause, engage or participate in any lockout during the life of this Agreement. Inability of the Employer to continue operations because of labor disputes shall not be considered a lockout, should a group of employees unilaterally and 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 shall be furnished simultaneously to the Employer.

13. GRIEVANCE ADJUSTMENT

13.01 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 application or interpretation of this Agreement, will be adjusted as stated in paragraphs 13.02 through 13.06.

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 offices.

A grievance which affects a substantial number or class of employees, or on behalf of the Association and which the Employer's representative designated in Steps One and Two lacks authority to settle, may initially be presented to Step Three by the Association representative.

13.02 Informal Discussion

An employee who has a complaint arising from application or interpretation of this Agreement, or otherwise, will present the claim promptly to the employee's supervisor. The employee and the supervisor will discuss and attempt to resolve this complaint.

13.03 Procedure and Time Limits: Step One

If the complaint is not adjusted and such adjustment approved by the Vice President, Nursing and the Association's local representative by informal

discussion, or if the complaint involves a matter affecting more employees than one (1), Association or Employer, the employee, group of employees, Association or Employer will serve a written notice of a complaint other than a monetary claim (i.e., a claim for compensation, holiday pay, vacation pay or other benefit payable in money to or for an employee's benefit), on Employer's Clinical Nurse Manager or Association's local representative, as the case may be, on a proper form provided by Employer within ten (10) workdays after occurrence of the facts on which it is based and will so serve written notice of a monetary claim within thirty (30) days after occurrence of the facts on which it is based. If no such notice is served in the time specified, the complaint will be barred. After a proper and timely notice is filed, the Association or Clinical Nurse Manager, any employee or employees concerned and an Association representative (to be designated by Association) will discuss the complaint. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) workdays after receipt of the required initiation notice. A decision shall be rendered within five (5) workdays after presentation of the grievance.

13.04 Procedure and Time Limits: Step Two

If the grievance is not adjusted in the time specified in Step One, Association or Employer may appeal it to Step Two by written notice served on Employer's Clinical Director or Registered Nurse designee or Association's general representative, as the case may be, on a proper form to be provided by Employer, within ten (10) workdays after the completion of proceedings in Step One. The Clinical Director or Registered Nurse designee will then discuss the grievance with Association's general representative. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) workdays after receipt of the required notice of appeal to Step Two. A decision shall be rendered within five (5) workdays after the presentation of the grievance.

13.05 Procedure and Time Limits: Step Three

If the grievance is not adjusted in Step Two, either party may appeal to Step Three by written notice, served on the Vice President, Human Resources and Labor Relations or Association's general representative, as the case may be, on a proper form provided by Employer within ten (10) workdays after receipt of the written decision in Step Two. The Vice President, Human Resources and Labor Relations or his or her designee shall render his or her decision in writing to the grievant and the Association within five (5) workdays after the presentation of the grievance.

13.06 Procedure and Time Limits: Step Four

If the grievance is not adjusted in the time specified in Step Three and involves the application or interpretation of this Agreement, such grievance may be submitted to arbitration by Employer and Association. Employer and Association will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, under the Voluntary Labor Arbitration Rules. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within fifteen (15) workdays after Step Three's completion, it will be barred. The fees and expenses of any arbitration will be shared equally by the parties.

13.07 Arbitrator's Powers: Limitations

The arbitrator will not have any power to add to, subtract from or otherwise amend this Agreement.

13.08 Time Limits

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

Failure on the part of the Employer to answer a grievance at any step within the time limits specified shall not be deemed to be acquiescence thereto and the Association may proceed to the next step within the time limits specified.

14. MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, Employer retains the sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct, and control the entire operation of the Employer; discontinue, consolidate, or reorganize any department or branch; transfer any or all operations to any other location or discontinue the same in whole or in part; merge with any other institution; make technological improvements, install or remove equipment regardless of whether or not any 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 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. Such rights shall not be exercised in an arbitrary or capricious manner.

The Association, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Association toward these objectives pursuant to Section Three.

15. NON-DISCRIMINATION

Neither the Employer nor the Association will discriminate against any employee or applicant for employment in any matter relating to employment because of race, color, creed, religion, national origin, sex, marital status, age, sexual preference, sexual orientation, political beliefs, disability, union activity or citizenship status.

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 The Mount Sinai Hospital, One Gustave L. Levy Place, New York, New York 10029;
- C. "Association" means New York State Nurses Association;
- D. "employee" means an employee covered by paragraph 1;
- E. "Section" means a whole numbered article of the Agreement; and
- F. "Council of Nursing Practitioners" means the bargaining unit.

16.02 Meetings

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

16.03 Notices to Parties

Any notice required to be served on Employer under this Agreement will be either mailed or faxed with a hard copy to follow to Employer by registered or certified mail or delivered to Employer or so mailed or delivered to such person at such address as Employer may designate by written notice served on Association. Any notice required to be served on Association under this Agreement will be mailed or faxed with a hard copy to follow to the Director of Economic and General Welfare Program of NYSNA by registered or certified mail addressed to Association's headquarters office, 11 Cornell Road, Latham, New York 12110, or to such person and at such address as Association may designate by written notice served on Employer.

16.04 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 provisions 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.

16.05 Succession

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

Before any merger, sale, or other change of ownership, the Employer shall provide written advance notice to the Association within ninety (90) days in advance of such action.

16.06 Complete Agreement

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

17. AMENDMENT

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

18. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated, will be effective from 12:01 a.m. January 1, 2005, and will remain effective until 12:01 a.m. January 1, 2008, and from year to year thereafter unless terminated as provided in paragraph 19.

19. TERMINATION

This Agreement may be terminated effective 12:01 a.m. January 1, 2008 by written notice from either party delivered to the other not later than October 1, 2007 of intent to modify or terminate it and may be terminated effective 12:01 a.m. any subsequent January 1, by

similar notice delivered to the other party not later than the preceding October 1. Notice of intent to modify will be equivalent to notice of intent to terminate.

EXECUTION

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *James Malasand*
General Vice President

By *[Signature]*
Director,

Title *Human Resources - Labor Relations*

Title Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/04*

SCHEDULE A

A-1.01 Base Compensation Rate*

Title	Effective 1/30/05	Effective 2/26/06	Effective 1/6/07
Clinical Nurse	\$64,099.90	\$66,022.89	\$68,003.58
Senior Clinical Nurse/Home Care Nurse	\$70,035.93	\$72,137.01	\$74,301.12
Nurse Clinician/Nurse Practitioner**	\$83,608.78	\$86,117.04	\$88,700.55
Education Specialist/Nurse Educator/Clinician**	\$83,608.78	\$86,117.04	\$88,700.55

*Incumbent employees currently above these base rates shall remain at their individual base rate plus receive the amounts listed under Section 10.12.

**Rates include dollar equivalent of Master's Degree differential per Section 10.07.

A-1.02 A permanent part-time employee will receive a prorated wage rate in accordance with the rates stated above.

A-1.03 A per diem employee's regular compensation will be:

Per Diem

Title	1/30/05	2/26/06	1/6/07
Nurse Practitioner	\$48.74	\$50.20	\$51.71
Per Diem (Day Tour)	\$43.45	\$44.75	\$46.09

KMW/lam
4/18/06

SCHEDULE B
EXPERIENCE DIFFERENTIAL

Years	Mount Sinai Effective 7/4/04	Mount Sinai	Mount Sinai Effective 7/2/06	Mount Sinai Effective 7/1/07	Outside
0	\$0		\$0		\$0
1	\$0		\$0		\$0
2	\$1,000		\$1,000	\$1,150	\$1,000
3	\$2,000		\$2,000	\$2,150	\$2,000
4	\$4,100		\$4,100	\$4,250	\$3,000
5	\$5,100		\$5,100	\$5,250	\$4,000
6	\$6,400		\$6,400	\$6,550	\$4,500
7	\$7,400		\$7,400	\$7,550	\$5,250
8	\$8,400		\$8,400	\$8,550	\$6,000
9	\$9,400		\$9,400	\$9,550	\$6,750
10	\$10,400		\$10,400	\$10,550	\$7,500
11	\$11,400		\$11,400	\$11,550	
12	\$12,400		\$12,400	\$12,550	
13	\$13,400		\$13,400	\$13,550	
14	\$14,400		\$14,400	\$14,550	
15	\$15,500		\$15,500	\$15,650	
16	\$16,500		\$16,500	\$16,650	
17	\$17,500		\$17,500	\$17,650	
18	\$18,500		\$18,500	\$18,650	
19	\$19,500		\$19,500	\$19,650	
20	\$20,500		\$20,500	\$20,650	
21	\$21,500		\$21,500	\$21,650	
22	\$21,500		\$21,600	\$21,750	
23	\$21,500		\$21,700	\$21,850	
24	\$21,500		\$21,800	\$21,950	
25	\$21,500		\$21,900	\$22,050	
26	\$22,500		\$22,500	\$22,650	
27	\$22,500		\$22,600	\$22,750	
28	\$22,500		\$22,700	\$22,850	
29	\$22,500		\$22,800	\$22,950	
30	\$22,500		\$22,900	\$23,050	
31	\$23,500		\$23,500	\$23,650	
32	\$23,500		\$23,600	\$23,750	
33	\$23,500		\$23,700	\$23,850	
34	\$23,500		\$23,800	\$23,950	
35	\$23,500		\$23,900	\$24,050	
36	\$24,500		\$24,500	\$24,650	
37	\$24,500		\$24,600	\$24,750	
38	\$24,500		\$24,700	\$24,850	
39	\$24,500		\$24,800	\$24,950	
40	\$24,500		\$24,900	\$25,050	
41+	\$25,500		\$25,500	\$25,650	

Permanent part-time employees will be entitled to a proportionate benefit.

EXHIBIT A

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."

EXHIBIT B

STIPULATION

1. A Labor-Management Committee, consisting of the Director of Human Resources and Labor Relations, Associate Director of Nursing, General Representative for the New York State Nurses Association, and Executive Board of Nursing Practitioners, and a representative from Real Estate will meet bimonthly to discuss problems that arise in the area of housing.
2. Housing problems should be referred to the appropriate apartment superintendent by the tenant. If the problem is not resolved by the superintendent, a written complaint shall be filed with the Real Estate Department. In cases where the problem remains unresolved, it shall be submitted to the bimonthly meeting of the Labor-Management Committee listed in (1) above. If the problem is unresolved by the Labor-Management Committee, it shall be submitted in writing to the Vice President, Nursing.
3. Occupancy fee deposits (security) shall be deposited in interest-bearing accounts. Such interest shall be returned to the occupant upon her/his vacating the apartment.
4. Before an occupant moves into an apartment, he/she shall be permitted to inspect the apartment along with a representative of the Employer for the purpose of ascertaining its condition and shall be informed of the types of possible damages to the apartment which he/she will be held responsible for upon vacating.
5. Commitments made to occupants shall be honored by "best efforts" of the Employer.
6. Present occupants requesting moves to other apartments or who must relocate at the request of the Real Estate Department shall be given priority in the choice of new apartments.
7. A list of new hires and addresses shall be provided to the Association and the Council Chairperson.
8. A nurse shall be permitted to occupy her/his apartment for a full calendar month after terminating. Nurses shall be obliged to give thirty (30) days' notice before vacating apartments.
9. Nurses shall have the option for direct occupancy fee payment or payroll deduction for occupancy fee.
10. All nurses shall be required to sign an occupancy agreement.
11. The present occupancy fee schedule shall not be further increased during the life of this Agreement except by reason of:
 - A. Increased cost of operation.
 - B. Taxes.
 - C. Increases mandated by law, order or regulation of government agency, or contract or mortgage.

D. Increases in rent paid by Employer.

Any such increases shall be reported to the New York State Nurses Association together with the reasons for such increases pursuant to the standards set forth above. In no instance shall an increase under the above provision be greater than the increase incurred by the Employer.

12. The occupancy fee schedule for 3 East 101st Street shall be in accordance with Court Orders adjudicating that matter.

13. It is the intent and purpose of the parties hereto that this Stipulation promote and improve relationships between nurses who occupy Hospital housing and the Hospital. All nurses at the Hospital shall henceforth conduct discussions and resolve problems with the Hospital regarding housing within the structure of this Agreement. All legal action pending regarding these matters at this time shall be considered resolved on the basis of this Stipulation.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By Jane Maloney

By [Signature] NARN

Title Special Vice President
Human Resources Labor Relations

Director,
Title Economic and General Welfare Program

Date May 1, 2006

Date 5/9/06

EXHIBIT C

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

In accordance with Section 2.06 of the Collective Bargaining Agreement, following are the locations within the Hospital of the New York State Nurses Association Bulletin Boards:

1184 Fifth Avenue

MC Level opposite elevator
First Floor near elevator

Klingenstein Clinical Center

B1 Level opposite visitor elevator
1st Floor opposite ATM machine

The East Building

Opposite Nurse Recruitment

Klingenstein Pavilion (1176 5th Ave)

MC Level – opposite elevator
First Floor – left of MD suites

IMA

1st Floor near nurses office

Dialysis 94th Street

Nurses Lounge

Guggenheim Pavilion

East Tower – MC level near elevator
Center Tower – Perioperative Care Center
(near the PACU)
West Tower Basement
Cafeteria Exit

Annenberg Building

B1 Level – low rise elevator
Annenberg 2nd floor crossover to the
Klingenstein Clinical Center 4th Floor
Basement near #19 elevator

Adolescent Clinic

Off Main Corridor

CNP Office (Guggenheim Building)

Outside CNP Office

Basic Science Building

Nursing Education: Second Floor

Narcotic Rehab Center

Nurses Station

Changes shall be implemented within ninety (90) days of ratification

THE MOUNT SINAI HOSPITAL

By Jane Maloney

Title Senior Vice President
Human Resources - Labor Relations

Date May 1, 2006

NEW YORK STATE NURSES ASSOCIATION

By [Signature]

Title Director,
Economic and General Welfare Program

Date 5/9/06

EXHIBIT D

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

Nursing staff who are required to be at the medical center to attend meetings, classes, do on-call, to pick up paychecks, or attend to official union business outside of their regular work schedule will be charged a parking fee of fifty cents per hour up to a maximum of six hours. After six hours, the regular employee parking rate applies. Nurses requesting this rate will provide documentation from their supervisors indicating the reason for their presence outside of business hours.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

By *Joe Mallored*

Senior Vice President
Title *Senior Resources & Labor Relations*

Date *May 1, 2006*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]*

Director,
Title Economic and General Welfare Program

Date *5/9/06*

EXHIBIT E

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

The following have been agreed to with respect to Section 3.04 Staff Development Programs of the Collective Bargaining Agreement between The Mount Sinai Hospital and The New York State Nurses Association.

1. The point system which will be applied to all applications includes the following: (a) rejection of application to go to a conference in the previous calendar year; (b) presenting a paper or speaking at a conference; (c) officer/delegate of sponsoring organization; (d) member of organization; (e) permanent evening or night shift; and (f) seniority as per policy 1334 of the Nursing Clinical and Administrative Manual.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Jane Malisand*

By *[Signature]*

Title *Human Resources & Labor Relations*

Director,
Title Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/06*

EXHIBIT F

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

Per our discussion, the Employer will not deny holiday pay to an employee who does not provide proof of illness per 7.02 Holidays: Entitlement, except in those instances where an employee had previously received a documented conference or counseling with respect to absenteeism within the past year.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Joan Maloney*
Senior Vice President
Title *Human Resources - Labor Relations*

By *[Signature]*
Director,
Title Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/06*

EXHIBIT

GUIDELINES FOR DIVISIONAL ADMINISTRATION



TITLE UNION/ASSOCIATION ACTIVITY

No. 49
Page 1 of 1
Distribution:
Nursing Service
Administration

Original Date of Issue 6/15/80

Reviewed:						
Revised:	8/83	9/85	6/86	6/88		

Gail Kuhn Weissman RN 6/89
 Gail Kuhn Weissman, R.N., Vice President, Nursing Date

POLICY: Employees may engage in union/association activity which does not interfere with the operation of the hospital.

GUIDELINES:

- I. Employees involved in union/association activities (delegates, committees) are permitted up to 3 hours of on duty time per week for conduct of union/association business.
- II. An employee representative intending to go to a division or department other than the one(s) he represents shall notify and obtain the approval of the appropriate Director, Clinical Nursing in his/her area and the appropriate Director, Clinical Nursing of the other area. Such time shall not be unreasonably withheld.
- III. Meeting scheduled by management should be on on-duty time. Work schedules should be adjusted to permit attendance at meetings. Management and employees will monitor participation to prevent any detrimental effect on patient care.
- IV. Management will facilitate attendance at general meetings (scheduled on off-duty time) by announcing time and urging that staff are assigned on meal times or get off duty on time to attend.
- V. RN's spending time on CNP/hospital business, including time spent at executive committee meetings, shall be responsible for providing a record of meeting time spent each week, no later than one week after the meeting, to the Director, Clinical Nursing or designee.
- VI. The Director, Clinical Nursing will submit a quarterly summary to the Associate Director of Nursing of all time spent by staff in union association business.

0030P/drh

EXHIBIT H

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

If a reduction in force occurs affecting those classified as Senior Clinical Nurses, preferential treatment will be given in the placement of such individuals as determined by the Vice President, Nursing.

In those cases where no placement opportunities are available, such Senior Clinical Nurses will be given an opportunity to bump the least senior Staff Nurse within their care center.

No Senior Clinical Nurse shall suffer a loss of pay as a result of such reduction unless he/she is offered another job at a comparable level within the bargaining unit and does not accept it.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

By *Joni Weissand*
Special Vice President
Title *Senior Resources & Labor Relations*

Date *May 1, 2006*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]*
Director,
Title *Economic and General Welfare Program*

Date *5/9/06*

EXHIBIT I

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

Per our Agreement, the Employer will continue Association Business (2.04) past practice in accordance with Exhibit G and Nursing Policy No. 56.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By Jane Malisand

By [Signature]

Title Senior Vice President

Director,
Title Economic and General Welfare Program

Date May 1, 2006

Date 5/9/06

EXHIBIT J

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

This is to confirm that the parties agree to establish a labor/management committee in Home Care for the purpose of discussion of issues identified by the Employer or the Local Bargaining Unit. The committee will meet on a regular basis and have a pre-determined agenda.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Jan Malasand*

By *[Signature]*

Title *Senior Vice President*
Senior Resources & Labor Relations

Director,
Title Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/06*

EXHIBIT K

EXAMPLE

HOURS BASED RN ANNUAL BENEFIT TIME FACT SHEET

FULL-TIME EMPLOYEES		
	LESS THAN 5 YEARS	GREATER THAN OR EQUAL TO 5 YEARS
	HOURS/YEAR	HOURS/YEAR
OVERTIME*		
SICK	90.0	112.5
VACATION	165.0	187.5
HOLIDAY	60.0	60.0
FREE DAY	30.0	30.0

EMPLOYEES WORKING THIRTY HOURS PER WEEK		
	LESS THAN 5 YEARS	GREATER THAN OR EQUAL TO 5 YEARS
	HOURS/YEAR	HOURS/YEAR
OVERTIME*		
SICK	72.0	90.0
VACATION	132.0	150.0
HOLIDAY	48.0	48.0
FREE DAY	24.0	24.0

EMPLOYEES WORKING TWENTY-EIGHT AND ONE HALF HOURS PER WEEK		
	LESS THAN 5 YEARS	GREATER THAN OR EQUAL TO 5 YEARS
	HOURS/YEAR	HOURS/YEAR
OVERTIME*		
SICK	68.4	85.5
VACATION	125.4	142.5
HOLIDAY	45.6	45.6
FREE DAY	22.8	22.8

*Full time Registered Nurses who work in excess of regularly scheduled hours will receive overtime pay.

EXHIBIT L

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

This is to confirm that the concept of an internship program for licensed/permit staff nurses will be placed on the agenda of the Recruitment and Retention Task Force.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Joel Malachuk*

By *[Signature]* NA AN

Title *Senior Vice President*

Title Director,

Date *May 1, 2006*

Date *5/9/06*

EXHIBIT M

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

This is to confirm that the parties agree to study different on-call models including voluntary on-call based on length of service through the Labor/Management Staffing Committee, which will be implemented subject to the mutual agreement of both parties.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Joe Mansour*
Senior Vice President

By *Rosa Moran*
Director,
Economic and General Welfare Program

Title *Human Resources & Labor Relations*

Title Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/06*

EXHIBIT 'N

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

It is agreed that outpatient employees transferred from hospital budget to a Faculty Practice Funding source will be considered as hospital budgeted bargaining unit employees for the purpose of Section 5.09 Employment Security.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Janice Malesand*

By *[Signature]*

Title *Human Resources - Labor Relations*

Director,
Title Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/06*

EXHIBIT

MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK STATE NURSES ASSOCIATION
AND
THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008.

The parties agree that with ninety (90) days notice, employees retiring with ten (10) years of service and at least sixty-two (62) years of age will be eligible to participate in the non-union retiree health-benefit. Such employees will sign an agreement developed by the parties.

Effective October 1, 2006 employees with 20 years of service and 60 years of age may choose between the non-union retiree health benefit or a payment of three thousand dollars (\$3,000) per year between the ages of sixty (60) to sixty-five (65) to be placed in a health reimbursement account to be administered by the Employer.

This Memorandum will expire January 1, 2008.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

By *Jon M. Melissand*

Title *Senior Vice President
Human Resources Labor Relations*

Date *May 1, 2006*

NEW YORK STATE NURSES ASSOCIATION

By *[Signature]* MA, RN
Director,

Title *Economic and General Welfare Program*

Date *5/9/06*

EXHIBIT P

MEMORANDUM OF AGREEMENT BETWEEN NEW YORK STATE NURSES ASSOCIATION AND THE MOUNT SINAI HOSPITAL

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2002 to January 1, 2005.

In accordance with our discussions, it is agreed that the Home Care Nurses employed by The Mount Sinai Hospital shall be the recipients of the following retention bonuses in addition to the RN's regular compensation.

- A. For those RN's who are employed as a Mount Sinai Hospital Home Care Nurse on the date of ratification of this agreement, a payment the equivalent of three percent (3%) of the RN's regular compensation, inclusive of base pay, experience differential, educational differential, and shift differential from January 1, 2001 until June 30, 2001, or any part thereof. This payment shall be due and payable, if practicable, on the first payday following ratification of this agreement, but no later than ten (10) days following this date, and is not contingent upon the finalization of the sale of the Mount Sinai Home Care Agency.
- B. In addition, for all those RNs employed as a Mount Sinai Home Care Nurse, a payment the equivalent of five percent (5%) of the RN's regular compensation, inclusive of base pay, experience differential, educational differential, and shift differential from July 1, 2001 until September 30, 2001, or any part thereof. This payment shall be due and payable, if practicable, on the first payday following September 30, 2001, but no later than ten (10) days following this date, and is not contingent upon the finalization of the sale of the Mount Sinai Home Care Agency.
- C. In addition, for all those RN's employed as a Mount Sinai Home Care Nurse, a payment the equivalent of seven percent (7%) of the RN's regular compensation, inclusive of base pay, experience differential, educational differential, and shift differential from October 1, 2001 until December 31, 2001, or any part thereof. This payment shall be due and payable, if practicable, on the first payday following finalization of the sale of the Mount Sinai Home Care Agency, but no later than ten (10) days following this date, and is not contingent upon the finalization of the sale of the Mount Sinai Home Care Agency. In the event that the sale of the Mount Sinai Home Care Agency is not finalized, this payment shall be due and payable on the next Mount Sinai payday.
- D. In addition, for all those RN's employed as a Mount Sinai Home Care Nurse, a payment the equivalent of seven percent (7%) of the RN's regular compensation, inclusive of base pay, experience differential, educational differential, and shift differential for all days worked from January 1, 2002 until the finalization of the sale and actual last day worked as a Mount Sinai Home Care Nurse. This payment shall be due and payable, if practicable, on the payday following the last day of work as a Mount Sinai Home Care

Nurse, but no later than ten (10) days following this date, and is not contingent upon the finalization of the sale of the Mount Sinai Home Care Agency.

- E. In addition, for all those RN's employed as a Mount Sinai Home Care Nurse on the day the sale of the Mount Sinai Home Care Agency finalizes, a lump sum payment the equivalent of ten percent (10%) based upon the regular compensation paid to the Home Care Nurses in the previous twelve (12) months, inclusive of base pay, experience differential, education differential, and shift differential. This payment shall be due and payable, if practicable, on the payday following finalization of the sale of the Mount Sinai Home Care Agency, but no later than ten (10) days following this date and is contingent upon the sale of the Mount Sinai Home Care Agency.

The parties agree to identify six (6) arbitrators within thirty (30) days of ratification of this agreement for the purposes of expedited arbitration. Any dispute arising under this agreement, and consistent with the law, shall be filed by the Association within five (5) working days of notification. The American Arbitration Association will assign the case to the first available arbitrator of those identified by the parties.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By Joe Malisand

By [Signature]
Director,

Title Senior Vice President
Human Resources & Labor Relations

Title Economic and General Welfare Program

Date May 1, 2006

Date 5/9/06

EXHIBIT Q

Amendment to the Collective Bargaining Agreement between The Mount Sinai Hospital and the New York State Nurses Association:

Subject to the ratification of the Case Managers:

1. The title of Case Managers shall be added to Schedule A as a new title at a base salary of \$67,000.00 effective 2/26/06, inclusive of the 3% contractual increase.
2. Upon ratification, all terms and conditions of the CBA shall apply to the Case Managers except pension, benefits and seniority for the purposes of vacation. For vacation selection, within the Case Manager title, the incumbent Case Manager will use their Mount Sinai date of hire.
3. For any Case Manager for whom the \$67,000.00 base rate plus the contractual experience differentials results in a decrease in current salary, their current annual salary shall be increased by \$1,500.00 effective 2/26/06. No Case Manager will receive less than an increase of \$1,500.00.
4. Subject to approval of the NYSNA Pension Board of Trustees, incumbent Case Managers can elect to opt out of the NYSNA pension, and must indicate their intention no later than 1/31/06.
5. All Case Managers hired after ratification will be covered under the NYSNA pension plan, effective March 1, 2006.
6. The Hospital will begin to make Benefit and Pension Fund contributions on behalf of the Case Managers effective March 1, 2006. All current Benefit and TSA contributions shall remain through 2/28/06.
7. For those Case Managers who wish to remain covered by the Hospital's current TSA, contributions will continue to be made in accordance with their current percentage coverage unless the Hospital modifies the TSA contribution for all non bargaining unit employees in the 10A classification.
8. Any Case Manager hired after ratification will be hired at a base rate of \$67,000.00 plus any other differentials under the CBA.
9. Upon execution and ratification, all Hospital appeals as it relates to the Case Managers will be withdrawn.

Signed by Employer and Association.

THE MOUNT SINAI HOSPITAL

By Jane Wassand
Title Senior Vice President
Human Resources & Labor Relations

Date May 1, 2006

NEW YORK STATE NURSES ASSOCIATION

By [Signature]
Director,
Title Economic and General Welfare Program

Date 5/9/06

SIDE LETTER #1

SIDE LETTER OF AGREEMENT
Between
NEW YORK STATE NURSES ASSOCIATION
And
MOUNT SINAI HOSPITAL

This Side Letter of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2005 to January 1, 2008. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The New York State Nurses Association and Mount Sinai Hospital agree to the following with regard to Attendance Excellence Program:

Any full time Flex BU nurse who has two or less absence days, or three or less absence days for those RN's working 7.5 hour shifts during a continuous six month period will be eligible to participate in a Pilot Attendance Excellence Incentive Program.

RN's with perfect attendance during the six month period will have two opportunities to win a cash award. RN's who meet or exceed the threshold above in the six month period will have one opportunity to win the cash award. For every 50 RN's who are eligible to participate in this Pilot program based upon the parameters above, one nurse will win the cash award of \$2,500 based on a random selection process. This pilot will continue for one year, and the success of the program will be measured based upon the absenteeism rates for the calendar year 2004. If the results demonstrate a reduction in absenteeism, the Pilot will be continued for the duration of the Collective Bargaining Agreement.

The parties will meet no later than October 31, 2005 to establish parameters for this program.

This memorandum will expire January 1, 2008.

Signed by Employer and Association.

MOUNT SINAI HOSPITAL

NEW YORK STATE NURSES ASSOCIATION

By *Joe Maloney*

By *[Signature]*

Title *Senior Vice President*

Director
Economic and General Welfare Program

Date *May 1, 2006*

Date *5/9/06*