Collective Bargaining Agreement

Between

The New York Professional Nurses Union

And

Lenox Hill Hospital

Effective November 1, 2018

NYPNU

New York Professional Nurses Union

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AGREEMENT made and entered into this 1st day of November, 2018 by and between LENOX HILL HOSPITAL, located at 100 EAST 77TH STREET, NEW YORK, NEW YORK 10075 (hereinafter called the “Employer"), and NEW YORK PROFESSIONAL NURSES UNION, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

W I T N E S S E T H

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

1. (a) Pursuant to the certification issued by the National Labor Relations Board in NLRB Case #2-RC-19843, the Employer recognizes the Union as the sole and exclusive collective bargaining representative of all of the Employees in the following bargaining unit:

All full-time and regular part-time registered nurses, including staff nurse, per diem RN, certified registered nurse anesthetist, coordinator, review coordinator/quality assurance, utilization review coordinator, blood transfusion specialist, Neonatal Nurse Practitioners who provide 24/7 coverage, RN and Non-RN Case Managers, Cardiovascular Nurse Practitioners, Lactation Specialists and Neonatal PA employed by the Employer at its facilities at 100 EAST 77TH STREET, NEW YORK, NEW YORK, 10075; 210 E. 64th STREET, NEW YORK, NEW YORK 10065; and 30 7th AVENUE, NEW YORK, NEW YORK 10011.

(b) Excluded from the aforesaid bargaining unit are:

All other Employees, and director, associate director, assistant director, nurse manager, Assistant Nurse Manager, education coordinator, Nurse Educator, Quality Coordinator, Diabetic Educator, Wound Care Specialist, nurse epidemiologist, mental health nurse specialist, cardiovascular nurse specialist, OBS/GYN specialist, administrative assistant, claims investigator, senior utilization review coordinator, health care administrator, assistant health care administrator, director of utilization review, assistant director of utilization review, Payor Specialists, Appeals Coordinator, management coordinator, Nurse Practitioners who do not provide 24/7 coverage, all supervisory Nurse Practitioners, including but not limited to, Occupational Health NP; RDC (AIDS) Clinic NP; School Health Service NP; Women's Shelter NP and Neonatal

Nurse Practitioner Coordinator; physicians; dentists; students whose performance of work at the Employer is part of the educational course of study such students are pursuing; part-time Employees who work a total of less than one-fifth (1/5) of the regular full-time work week for the job classifications in which they work; temporary employees and managerial employees; confidential employees; and guards and supervisors as defined in the National Labor Relations Act.

(c) (i) The Administration shall not in any proceeding before an arbitrator, administrative body or court, in any way rely on the inclusion of "charge" responsibilities, including the direction of support staff, in order to establish the supervisory status of registered nurses.

(ii) It is the intention of the parties that in the event any issue relating to the charge responsibilities of registered staff nurses is brought to any arbitrator, administrative body or court, that the inclusion of charge responsibilities in the CBA and/or job description shall not be considered as evidence of their status as a supervisor.

2. It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this contract shall apply to any new or additional facilities of the Employer and under its principal direction and control within the five (5) boroughs of New York City, Nassau, Suffolk and Westchester Counties. It is further agreed that upon the sale or other transfer of the Employer's premises or assets, the Employer shall advise the purchaser or transferee of the existence of this Agreement and, within twenty-four (24) hours of entering into a sale or transfer agreement, the Employer shall advise the Union in writing of the sale or transfer agreement.

3. To the extent permitted by law, whenever the Employer hereafter shall enter into an affiliation agreement with the City of New York, the Employer shall extend

recognition to the Union hereunder for the Employees employed by the Employer under such affiliation and this contract shall apply to such Employees.

4. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1, hereof.

5. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.

6. Part-time Employees covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis, as agreed herein.

7. (a) A per diem employee is one who works on a day-to-day basis as needed by the Employer. These employees shall be designated as either a float per diem or a unit-based per diem at the time of employment or change of employment status. Per diem employees shall receive the salary schedule contained herein, receive payment at one and one-half (1 ½) times their regular rate for work on paid holidays (Article XV), receive overtime pay in accordance with Article XIII §1, and be covered by Articles I, II, III, IV, V, IX, X, XI, XIII, XIV (§2), XVII (§9), XX, XXVI, XXVII, XXIX, XXXI, XXXIII, and XXXIV. The employer shall give one and one-half (1 ½) hours notice of cancellation of a scheduled shift or the per diem employee will be paid for that shift. In order to be eligible for the "cancellation" pay, the RN scheduled to work per diem must leave a phone number where she/he can be personally reached at least one-half (1 ½) hours prior to start of the shift. Per diems who are cancelled and subsequently called

into work for the same shift will be paid for the entire shift, provided that they report for work within a reasonable time of being called. Per diem employees shall not be eligible for any other benefits or otherwise be covered by this agreement. Additionally, dues shall be deducted on an hourly basis in an amount specified by the Union.

(b) (i) A unit-based per diem is one who works on a day to day basis as needed by the Employer. These employees shall be designated as a unit-based per diem at the time of employment or change of employment status and shall be part of the unit's regular staffing complement. Unit-based per diem employees shall receive the salary schedule contained herein, receive payment at one and one-half (1 1/2) times their regular rate for work on paid holidays (Article XV), receive overtime pay in accordance with Article XIII § 1 and be covered by Articles I, II, III, IV, V, IX, X, XI, XII, XIII, XIV (§ 2), XVII (§9), XX, XXVI, XXVII, XXIX, XXXI, XXXIII and XXXIV.

(ii) Applicants for unit-based per diem positions must have a minimum of three (3) years of recent clinical experience in an acute care hospital setting in the relevant specialty area and must meet the same competencies outlined for unit RNs.

(iii) Unit-based per diems shall work one (1) of the following holidays: Thanksgiving, Christmas Eve and Day, or New Year's Eve and Day, and one (1) summer holiday. Unit-based per diems shall not be required to work in excess of one weekend (1) or two (2) weekend shifts each month.

(iv) A unit-based per diem shall not be floated to another unit in preference to an agency, traveler, float per diem or overtime nurse qualified to do the work on the

other unit. When floating an RN to another unit, agency nurses shall be selected first, followed by travelers, followed by float per diems, followed by overtime nurses, in that order, provided that in all cases the RN selected must be qualified to perform the work.

(v) A unit-based per diem shall be included in the float rotation schedule of the Unit.

(vi) Unit-based per diem shall participate in self-scheduling for the work area in accordance with Article XI, § 10 after full-time and part-time RNs have determined their shifts on the schedule.

ARTICLE II
UNION SECURITY

1. All Employees on the active payroll as of November 1, 2018, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

2. All Employees on the active payroll as of November 1, 2018, who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

3. All Employees hired after November 1, 2018, shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if she/he pays or tenders her/his periodic dues and initiation fee uniformly required as a condition of membership.

5. Subject to Article XXXIII an Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting her/his discharge, be discharged if, during such period, the required dues have not been tendered.

6. The Union agrees that it will notify the Employer in writing of its dues schedule, and that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE III

CHECK-OFF

1. 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 said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and fees, as fixed by the Union.

2. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

3. Upon receipt of a written authorization from an Employee, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit same to the New York Professional Nurses Union Political Action Fund as the Employee's voluntary contribution to said Fund.

4. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

5. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

6. The Employer shall hand over to the Union all deductions for dues, fees and contributions made from the wages of Employees no later than the fifteenth day of the following month, together with a list of all Employees from whom dues, fees and contributions have been deducted.

7. The Employer agrees to furnish the Union each month with (A) the names of newly hired Employees and their addresses, natural class, dates of hire, and salaries; (B) the names of terminated Employees including probationary Employees, together with their dates of termination; (C) the names of Employees transferred out of or returned to the bargaining unit; and, each quarter with (D) the names of Employees on disability leave receiving disability pay; and (E) all changes of names and addresses reported to Employee Self Service; and annually with (F) the NYPNU Increase Comparison Report. When vacancies exist, the Employer will send to the Union office an electronic copy of the current vacancy listing.

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

ARTICLE IV

NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, NLRA-protected union activity, sex, sexual orientation, gender identity or expression, marital status, pregnancy, age, disability or citizenship status. Claims of discrimination based on marital status shall not be arbitrable if submitted to another forum.

ARTICLE V

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. No Employee shall engage in any Union activity, including the distribution of literature which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in Article XXXII.

2. A designated non-employee representative and two designated Employee representatives of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union representatives find it necessary to enter a department of the Employer for this purpose, he/she shall first advise the Human Resources team or the head of the department or his/her designee in person, as the Employer shall state. A delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer.

3. The Employer shall provide Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. Such Bulletin Board(s) shall be placed conspicuously and at places readily accessible to workers in the course of employment. Neither party shall post or distribute notices that are defamatory in nature.

4. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings providing Employer operations shall not be impaired. Union delegates shall consider the Delegate Meeting annual schedule prior to submitting self-schedules, especially in work areas with more than one Delegate.

5. The Union shall have the right to hold its own orientation program of at least one hour during the Department of Nursing orientation program.

6. Excused Absences for collective bargaining negotiating meetings shall be considered as time worked when calculating overtime.

ARTICLE VI

CRNA SCHEDULING

This article deliberately left blank

ARTICLE VII

PROBATIONARY EMPLOYEES

1. (a) Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment, excluding time lost for sickness and other leaves of absences. The Employer may extend an Employee's probationary period for an additional three (3) months, in which case the Employer shall notify the Union and continue to provide a reasonable orientation, as appropriate, during the extended probationary period.

(b) In the event an employee's probation has been extended, the employer shall provide the employee in writing with the reason(s) for the extension together with objectives to be met by the employee.

2. Where a new Employee being trained for a job spends less than twenty-five (25%) percent of his/her time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.

3. The probationary period for a part-time Employee whose regularly scheduled work week is less than three-fifths (3/5) of the regular work week applicable to his/her job classification shall be increased pro rata in accordance with the following formula (rounded up to the next full day):

$$\text{Regular probationary period} \times \frac{\text{\# of Hours Constituting the normal work week}}{\text{\# of Hours Regularly Scheduled}}$$

4. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

5. No employee shall be floated if it will result in a probationary employee (with no previous experience on the unit) working alone on a unit or being in-charge. For the purposes of this section, all medical-surgical units shall be considered a single unit.

ARTICLE VIII

TEMPORARY EMPLOYEES

1. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended by the Employer at its option up to an additional three (3) months or for the length of the leave of the Employee being replaced, whichever is greater. Such Employee shall become a member of the Union after the expiration of the initial three (3) month period. The Employer shall notify the Union of each temporary employee hired, including date of hire, and each temporary employee whose employment was extended.

2. Temporary Employees will receive holiday pay in the same manner as regular Employees.

3. After three (3) months, temporary Employees will begin to accrue vacation and sick leave beginning with the first day of the fourth month of employment. If, however, temporary Employees are retained beyond six (6) months in continuous employment, the accrual of vacation and sick leave will be from the first day of employment.

4. A temporary Employee who has been employed three (3) months or longer shall be treated as a regular Employee for the purpose of filling vacant or available permanent positions for which the Employee is immediately qualified. A temporary Employee who is retained as a temporary Employee after the initial three (3) month period shall be entitled, when replaced by the returning Employee, to bump an Employee with less classification seniority, subject, however, to paragraph 5(c) of Article IX.

5. Although temporary Employees during their first three (3) months of employment are excluded from coverage under the contract, nevertheless, temporary Employees hired directly by the Employer shall be employed at the wages and minimums specified in the Agreement for their classification. It is recognized, however, that such Employees are not and shall not be in any way considered covered by any of the provisions of the collective bargaining agreement, except as otherwise provided in this Article.

ARTICLE IX

SENIORITY

1. Definition.

Bargaining unit seniority is defined as the length of time an Employee has been continuously employed as an RN by the Employer.

2. Accrual.

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hire.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an Employee's continuous employment, if the Employee is recalled into employment; and during a sick leave of up to six (6) months.

(c) Temporary Employees, as defined in Article VIII, shall have no seniority during the first three (3) months they occupy the status of temporary Employees, but if employed longer than three (3) months or should any temporary Employee become a permanent Employee, then his/her seniority shall be retroactive to the date of employment.

(d) Part time Employees who are regularly scheduled to work three-fifths (3/5) or more of the regular work week applicable to his/her job classification shall accrue seniority as set forth in (a) and (b) above. Part time Employees who are regularly scheduled to work less than three-fifths (3/5) of the regular work week applicable to his/her job classification shall accrue seniority in accordance with the following formula:

$$\text{Length of Service} \times \frac{\text{Number of hours regularly scheduled}}{\text{Number of hours constituting the regular work week}}$$

For the purposes of computing vacation entitlement, however, all part time employees shall accrue seniority as set forth in (a) and (b) above.

(e) Per diem Employees shall accrue seniority in accordance with the following formula:

$$\text{Length of Service} \times \frac{\text{Number of hours actually worked}}{\text{Number of hours constituting the regular work week}}$$

Seniority for per diem employees shall be used only in connection with eligibility for vacant positions under this Agreement.

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

(a) Terminates voluntarily.

(b) Is discharged for cause.

(c) Willfully exceeds an official leave of absence.

(d) Is laid off for a period of one (1) year 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 layoff, within seven (7) days' time after the Employer has sent notice to the Union and to him/her to return, by United States Postal Service or overnight courier (for example, FedEx) to the last address furnished to the Employer by the Employee. If, within twenty-one (21) days from the sending of the notice, the Employee presents a valid reason for inability to respond within the seven (7) days, the Employee will have priority for the next recall only, without loss of seniority.

(f) Notwithstanding any other provision of this section 3, a staff RN who terminates voluntarily and furnishes acceptable documentary proof of actual regular employment as an RN or enrollment as a full-time student at an accredited institution in

the pursuit of a BSN or advanced degree in nursing shall reacquire her/his pre-termination bargaining unit seniority if she/he is re-employed or reinstated as a staff RN by the employer within one (1) year.

4. Application.

(a) 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 for layoffs and recalls, lateral transfers and promotions, and scheduling of vacations as herein provided. Where two or more Employees have the same bargaining unit seniority, date of application for employment shall apply.

(b) Employees specifically covered by this Agreement as set forth in Article I, Section 1(a), more than 50% of whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of layoff, be considered to have bargaining unit seniority which may be exercised only within the project or grant to which assigned. Such Employees shall be considered to have bargaining unit seniority for 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.

Employees, 50% or more of whose pay is charged to the Employer's budget shall be considered as having seniority on that basis and not under a grant.

5. Lay-off and Bumping

In the event of the elimination of a position(s) in a work area, the following shall occur:

(a) Employees who occupy the positions to be eliminated shall, in order of seniority, be offered both vacant positions posted within the employee's unit not applied

for by a more senior employee on the unit and other vacant positions, and, if no mutually acceptable vacant position exists, the position occupied by a more junior employee who is the least senior employee on their unit, or in the work areas in which the employee has the ability and qualifications to perform the job. Nursing management will assist the employees whose positions are being eliminated to find vacant positions.

(b) In the event that the employee does not accept a vacant position or that there are no vacant positions or no vacant positions for which the employee is qualified, the employee shall be allowed to bump the least senior employee on their unit or on the preferred shift, as defined in paragraph (g) below, in a work area in which the employee has the ability and qualifications to perform the job (provided that the bumper is senior to the bumpee). The employee who is accepted into another work area will receive a reasonable orientation, serve the same probationary period as a new hire and have no further bumping rights. If the employee fails to satisfactorily complete the probationary period, he/she shall be laid off with severance pay and recall rights as provided by this agreement; the lay-off shall not be subject to the grievance and arbitration procedure as a discharge for cause under Articles XXXIII and XXXIV herein. An employee serving such a probationary period is not a probationary employee for the purposes of further lay-offs.

(c) The employee who is bumped from a preferred shift, as defined in paragraph (g) below, will have the right to bump a more junior employee who is the least senior person in her/his unit or work area or to any vacant positions that are available in which the employee has the ability and qualifications to perform the job.

(d) Any employee who has bumping rights as defined in paragraphs (b) and (c) and chooses not to exercise those rights will be laid off.

(e) For the purpose of paragraph (b), temporary employees shall always have less seniority than probationary or permanent employees, and probationary employees within a work area may be laid-off without regard to their individual periods of employment.

(f) If a part-time employee has greater full-time equivalent seniority than a full-time employee in the same classification who is to be laid-off, the part-time employee must be willing to accept full-time employment to continue working.

(g) Preferred shift shall mean (1) for an employee working any day shift the preferred shift shall be any day shift; (2) for an employee working an 11.5 hour night shift the preferred shift shall be the same shift or a night 7.5 hour shift; (3) for an employee working a 7.5 hour evening or night shift the preferred shift shall be the same shift or a night 11.5 hour shift.

6. Recall.

(a) If, within one year of the elimination of a position on a unit, a vacancy occurs on that unit, or the eliminated position is restored, such vacancy or restored position shall be first offered according to bargaining unit seniority to the Employee who occupied the previously eliminated position on that unit and to any Employee who was bumped from that unit or shift to accommodate the elimination. Employees who accept a position under this paragraph shall be returned to such position at such time as will not unreasonably reduce the operational efficiency of any unit or work area but normally no later than eight (8) weeks from the date of acceptance of the position. Employees who are returned to such positions are not considered lateral transfers, however any Employee who was on an orientation when such position was eliminated shall resume the orientation upon return to such position. Employees returned to such positions after a time request period has ended shall be granted time off depending on availability. These Employees will be granted time requests for all subsequent time periods as otherwise provided herein.

(b) Whenever a vacancy occurs in a work area, and the vacancy is not accepted by Employees pursuant to paragraph (a), or a vacancy occurs because of rights exercised in paragraph (a), Employees who are on layoff in that work area shall be recalled in accordance with the bargaining unit seniority in the reverse order in which

they were laid off. If a vacancy occurs in a work area where no Employee in that work area has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability and qualifications to perform the job and, if not, the next senior Employee will be recalled, and so on.

(c) Probationary Employees who have been laid off have no recall privileges.

(d) 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.

7. It is agreed that for the purpose of layoffs and recalls there shall be the following nine (9) work areas:

1. Blood Donor Center/Ambulatory Infusion Center
2. Operating Room
3. Anesthesiology
4. Med-Surg; Out-Patient Department and Occupational Health Service; Psychiatry
5. Maternal Child Health
6. Medical ICU, Intermediate/Telemetry; Surgical ICU, Intermediate/Telemetry; Cardiovascular Services; IV Team critical care RNs; Ambulatory Surgery; Recovery Room; Surgical SDA; Emergency Room; Endoscopy; Radiology
7. Case Managers
8. Neonatal Nurse Practitioners/PA
9. CV Nurse Practitioners

8. Transfer from Non-Bargaining Unit Job

(a) Any full-time or part-time bargaining unit member who had left the bargaining unit to take a management position within the hospital will have the right to return to a bargaining unit vacancy not applied for by a bargaining unit employee

pursuant to Article IX Section 9 within one year of leaving the bargaining unit, provided he/she has a satisfactory work record and that he/she has the necessary qualifications to perform the job.

(b) An RN who transfers into the bargaining unit from a non-bargaining unit job within the hospital, pursuant to sub-section (a) above, shall acquire her/his seniority based on the length of time she/he has been continuously employed as a bargaining unit staff RN by the Employer.

(c) In the event a non-bargaining unit RN, not covered by sub-section (b) above, transfers into a bargaining unit vacancy, seniority shall accrue as of the date of transfer.

9. Lateral Transfers

(a) Where a vacancy occurs in a bargaining unit job, the Employer shall post a notice of such vacancy on the unit where the vacancy occurs and on each unit in the Department of Nursing and on the two (2) bulletin boards it presently uses for such notice. Such notice shall be posted for a period of not less than ten (10) days before the vacancy is filled. The Employer shall fill the vacancy from within the unit if there is an applicant from within the unit. Where two (2) or more Employees interested in such position who have satisfactory work records and have successfully completed six (6) months of service on the unit are under consideration for such vacancy, the Employer shall reassign the Employee with the greatest bargaining unit seniority unless as between or among such Employees there is an appreciable difference in their ability to do the job.

(b) Where a vacancy occurs in a bargaining unit job and such vacancy is not filled pursuant to paragraph (a) above, the Employer shall consider applicants from outside the unit who have applied in response to the notice of vacancy set forth in paragraph (a) above.

Any Employee with a satisfactory work record and with at least one (1) year of service in his/her present job shall be transferred to such position at such time as will not unreasonably reduce the operational efficiency of any unit or work area but normally no later than eight (8) weeks from the date of acceptance for the position provided that the Employee has the necessary qualifications to perform the job as set forth in the pre-existing job description except that where two (2) or more such Employees request the vacancy, the Employer shall transfer the Employee with the greatest bargaining unit seniority, unless as between or among such Employees there is an appreciable difference in their ability to do the job.

(c) If the position is not filled pursuant to paragraphs (a) and (b) above the Employer shall consider applicants who are Lenox Hill Hospital per-diems who have applied in response to the notice of vacancy set forth in paragraph (a) above. Any per-diem Employee with a satisfactory work record and with at least (1) year of service in his/her present job as determined pursuant to §2(e) of this Article shall be transferred to such position provided that the Employee has the necessary qualifications to perform the job as set forth in the pre-existing job description except that where two (2) or more such Employees request the vacancy, the Employer shall transfer the employee with the greatest pro-rated bargaining unit seniority, unless as between or among such employees there is an appreciable difference in their ability to do the job. In the event the position is not filled within two (2) months of the initial posting and the position is re-posted in the vacancy list, the same procedure will be followed as outlined above.

(d) An Employee who is laterally transferred under paragraphs (b) and (c) shall receive a reasonable orientation and serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits, except that if he/she is discharged, his/her rights shall be subject to Article XXXIII of this Agreement. Additionally, during the initial eight (8) weeks of the

probationary period an Employee shall be returned to his/her former job upon his/her request, without loss of seniority or other benefits.

(e) Employees who transfer from one position to another after a time request period has ended shall be granted time-off depending on availability. Transferred employees will be granted time requests for all subsequent time periods as otherwise provided herein.

(f) The Employer shall furnish the Union, bi-weekly, a list of all recently vacated positions.

10. Fellowship Program

(a) There shall be eight (8) Fellowship Programs:

Neuro-Surgical Fellowship

Pediatric Fellowship

Peri-Operative Fellowship

Critical Care Fellowship

Critical Care (Cath Lab) Fellowship

Critical Care (Emergency Room) Fellowship

Labor and Delivery

Oncology

(b) The Fellowship Program shall include didactic, simulation and computer-based training ("Phase 1") and actual clinical rotation alongside an associate fellow (preceptor) ("Phase 2"). Thereafter, the fellow, as part of the program, will work independently with the support of the education team and associate fellows ("Phase 3").

(c) The probationary period shall be six months from the commencement of the Fellowship Program except the probationary period shall be nine months for the Peri-Operative Fellowship Program.

(d) Seniority and all benefits shall accrue from the date of hire. Fellows may utilize holiday, vacation and other paid leaves upon completion of Phase 1.

(e) Fellows in Phase 3 shall be included in the unit's VHF factor.

(f) A fellow commits to remain on the fellowship unit for one year following the completion of the fellowship program.

(g) A fellow who has transferred into the Fellowship Program from another unit may choose to return to their previous unit and position within the probationary period.

(h) A fellow who does not successfully complete the Fellowship Program shall, if they transferred from another unit, be returned to their previous unit and position.

(i) A fellow may not take call during the Fellowship Program.

(j) The Employer shall furnish the Union with the names of the employees accepted into the Fellowship Program no more than 30 days after the start of each Program.

(k) Travel reimbursement, as referenced in Art. XXII § (4) (b), shall be applicable to Fellows.

(l) Any Employee who is in the Critical Care Advanced Pathway (C-CAP) or is a nurse in the Fellowship program with one or more years of prior nursing experience shall be included in the float rotation 9 months after the commencement of her/his participation in the C-CAP/Fellowship program. New Fellows shall be included in the float rotation 12 months after commencing their participation in the Fellowship program.

ARTICLE X

WAGES AND MINIMUMS

1. (a) The base annual rate for newly hired Employees without experience shall be as follows:

- January 1, 2019 $91,979
- January 1, 2020 $95,538
- January 1, 2021 $99,205

(b) Effective November 1, 2018, the base annual rate for newly hired Employees with experience shall be the wage scale set forth in Section 1(c) herein, calculated to include each full year of service with an acute care hospital.

(c) Base wage scale for incumbent RNs effective January 1, 2019 is as follows:

WAGE SCALE

Total Yrs.
(Pre-LHH Yrs. + LHH Yrs.)

Total Years: Include pre-LHH years plus LHH years. Example: RN hired in 2010 with 1 year outside experience = 10 years total in 2019 (base rate of $102,588), 11 years in 2020 (108,077), and 12 years in 2021 ($113,762). This scale does not include differentials (i.e. shift, education, and certification).

Years of Experience	2019	2020	2021
0	91,979	95,538	99,205
1	92,546	95,922	99,400
2	93,438	96,708	100,076
3	94,812	98,456	102,210
4	96,219	100,272	104,447
5	97,284	101,402	105,644
6	98,434	102,703	107,101
7	99,464	103,764	108,194
8	100,494	104,825	109,287
9	101,524	105,886	110,379
10	102,588	107,016	111,576
11	103,618	108,077	112,669
12	104,648	109,137	113,762
13	105,678	110,198	114,854
14	106,708	111,259	115,947
15	107,824	112,492	117,300
16	108,854	113,553	118,393
17	109,884	114,614	119,485
18	110,914	115,675	120,578
19	111,944	116,735	121,671
20	113,008	117,865	122,868

Years of Experience	2019	2020	2021
21	114,038	118,926	123,960
22	114,725	119,300	124,012
23	115,446	119,743	124,168
24	116,133	120,116	124,220
25	117,111	121,074	125,157
26	117,987	121,826	125,781
27	118,708	122,269	125,937
28	119,447	122,732	126,107
29	120,694	123,711	126,804
30	121,933	124,677	127,482
31	123,165	125,628	128,141
32	124,695	127,189	129,733
33	126,225	128,750	131,324
34	127,755	130,310	132,916
35	129,285	131,871	134,508
36	130,815	133,431	136,100
37	132,345	134,992	137,692
38	133,875	136,553	139,284
39	135,405	138,113	140,875
40	136,935	139,674	142,467
41	138,465	141,234	144,059
42	139,995	142,795	145,651
43	141,525	144,356	147,243
44	144,458	148,791	153,255
45	146,003	150,383	154,894
46	147,548	151,974	156,533

2. Base Differentials

(a) The base differential for Case Managers shall be Four Thousand ($4,000) dollars.

(b) The base differential for Nurse Practitioners shall be Twenty-Two Thousand ($22,000) Dollars.

(c) Case Managers and Nurse Practitioners who are above scale shall receive the scale increase or 3%, whichever is higher.

(d) Case Manager salaries are calculated to include each full year of service as a Case Manager at an HMO/Health Insurance Company (counted as outside years).

3. Per Diem Wages

Per Diem hourly rates shall be:

Staff RNs			
	2019	2020	2021
Days	$58.54	$60.29	$62.10
Nights	$63.00	$64.89	$66.84

Case Managers			
	2019	2020	2021
Days	$61.90	$63.76	$65.67

Nurse Practitioners			
	2019	2020	2021
Days	$67.53	$69.56	$71.65
Nights	$72.04	$74.20	$76.43

4. Wage Scale Reopener

In the event that the base annual rate for newly hired employees without experience is $100,205 or higher as of January 1, 2021 in at least three New York State Nurses Association or 1199 collective bargaining agreements covering registered nurses in

Manhattan, the Union shall have the right upon thirty (30) days written notice to the Hospital's Chief Nurse Executive, given on or after November 1, 2020, to reopen this agreement only as to the rates of pay set forth in the Wage Scale table in Article X, Section 1 of the collective bargaining agreement. If the Union exercises its right to reopen hereunder, it and the Hospital shall bargain in good faith for a period of not less than thirty (30) days before any strike, lockout or other form of lawful economic coercion may be utilized in furtherance of a party's position in such negotiations.

5. (a) Service Excellence Initiative

Recognizing the importance of patient satisfaction to the survival of Lenox Hill Hospital, the parties agree to establish a wage incentive program based on an impartial, objective, national data base which will establish a direct correlation between Employees' salaries and survey results. For the purpose of administering this section, effective January 1, 2010, and on each subsequent January 1st for the duration of this Agreement:

- The database will be the Patient Satisfaction percentile rank from the Press Ganey Patient Satisfaction Survey Nursing Survey questions used by the Nursing Department in its annual goals, the calculation of which shall be a composite for Inpatient, Ambulatory, and ED.
- The target shall be as determined in the goals for that year. Such goals shall be provided to the Union by February 15 of each year.

For the achievement of the targeted percentile rank in the goals described above, each employee, employed for at least nine months of the calendar year, shall receive a bonus of .25% of the 12/31 salary on March 1, 2010 and, if the targeted percentile rank

is achieved in subsequent years, the April 30 following each such year for the duration of this agreement.

The base either stays flat or goes up, never down.

(b) Nursing Quality Performance Incentive Program

The parties recognize the role of the nurse in protecting the public. The parties therefore agree to establish a Nursing Quality Performance Incentive Program designed to reward nurses for reductions in Hospital acquired pressure ulcers and falls, the calculation of which shall be a composite for Inpatient, Ambulatory, and ED. Beginning 2010 and in every year thereafter, a bonus of .25% of each employee's salary on December 31 will be paid the following April 30 if goals established by the Hospital for reducing Hospital acquired pressure ulcers and falls are achieved. Employees who are eligible for the bonus must be employed for at least nine months of the calendar year. Such goals shall be provided to the Union by February 15 of each year.

6. The Hospital will pay a bonus of $1000 annually to each Employee who, during each year of the agreement, takes no absent or sick days.

7. Wage increases for Employees covered by this Agreement shall be only those specified in this Agreement.

8. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift, certification and educational differential but shall exclude overtime, orientation and home care differential and on-call pay.

9. If it is claimed by the Union that the Employer has instituted a new job classification or substantially modified an existing job classification, the Union may process a claim for a change in the job rate for such classification in accordance with the provisions of Article XXXIII and XXXIV of this Agreement, provided, however, that it is expressly understood and agreed that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification.

10. The Hospital shall provide itemized paychecks, including the hourly rate, and the number of hours in each category of work. Itemized paychecks and direct deposit receipts shall be available through Employee Self Service.

11. All pay check errors shall be promptly reported. Within 5 business days after the RN or Union notifies HR via the HR email box (lhhhr@northwell.edu) of a pay error, there will either be a phone call or a meeting to discuss the identified issue and resolution of same. Within 5 business days of the meeting or phone call, the Employer shall render a written decision to the Employee and Union stating whether the claim is validated and if so, describing the resolution. A decision denying the claim shall be immediately arbitrable by the Union.

12. The employer will adjust underpayments and issue a supplemental check within one (1) week after the underpayment is reported. Employees who work voluntary overtime must follow the sign-in and sign-out procedures in order to be eligible for this provision, otherwise the underpayment will be included in the following bi-weekly paycheck.

13. The Hospital and NYPNU encourage employees to apply for direct deposit.

14. The Employer shall provide monthly digital Excel spreadsheets to the NYPNU office, no later than the 15th of each month, which shall include the Employees' names, Employee ID numbers, dates of birth, dates of hire, pay steps, and all components of pay, including but not limited to, base wage, shift, education, certification, and float differential. Additionally, the Hospital shall provide each employee's hourly rate inclusive of all elements of pay and their overtime rate inclusive of all applicable elements of pay.

ARTICLE XI

HOURS

1. Except as provided in Paragraph 10, the work week and work day for all full time Employees shall consist of:

(a) For Employees assigned to a 37.5 hour one-week work schedule or to a "6 and 4" two- week schedule, the work day shall consist of 7.5 hours exclusive of an unpaid break period.

(b) For pre-April 1, 1981, Employees assigned to a 35 hour work week in the Blood Bank and Utilization Review, the work day shall consist of 7.0 hours exclusive of unpaid break period.

(c) For Employees assigned to an 11.5 hour work day, the schedule shall be 34.5 hours per week for three weeks and 46.5 hours per week for one week in every 4 week period exclusive of unpaid break periods.

(d) For Employees assigned to a 9.5 hour work day, the work schedule shall be 16 shifts in every 4 week period, not to exceed 150 hours, exclusive of unpaid break periods.

(e) Employees shall receive two (2) days off in each full work week except in the event of overtime or as otherwise agreed.

2. Break time for Employees shall consist of:

(a) Employees who work a 7.0 or 7.5 hour shift shall be entitled to two 15 minute paid breaks and one 45 minute unpaid break.

(b) Employees who work an 11.5 hour shift shall be entitled to one 30 minute paid break, one 15 minute paid break and one 60 minute unpaid break.

(c) Employees who work a 4 hour shift shall be entitled to one 15 minute paid break.

(d) Employees who work a 9.5 hour shift shall be entitled to two 15 minute paid breaks and one 60 minute unpaid break.

(e) Requests by Employees to combine breaks shall not be unreasonably denied.

3. (a) Employees required by the Employer to be on-call off Employer premises shall receive, during such time, a rate of pay equal to three-fourths (3/4) of their regular pay. Employees on-call who are called to work at other than during their normal work hours shall receive time and one-half for all such hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work. There shall be no pyramiding of pay under this provision. The Employer will assign, on an equitable basis, "on-call" duty among qualified Employees. On-call duty is mandatory in those units that currently utilize on-call scheduling. If mandatory on-call is to be instituted on additional units, it shall be subject to the provisions of paragraph 8 herein as a schedule change.

(b) Employees required to be on call on designated Hospital premises shall receive, during such time as they are not required to work, their regular rate of pay. During such time as they are required to work at other than during their normal work hours, they shall receive time and a half their regular rate of pay.

(c) Employees required to be on call on any legal holiday specified in Article XV, Section 2 shall receive an additional day off with regular pay as a holiday.

(d) The following protocol shall apply in the assignment of on call in the Operating Room:

i. Call is a responsibility and expectation of all Perioperative Staff. All staff members will be assigned to call responsibilities.

ii. Call staffing will be assigned in a fair and equitable manner, on a rotating basis to provide for emergency operations during the evening and/or night shift.

iii. Employees who do not have perioperative experience will be given 12 months to become proficient with the policies, procedures, and protocols of the O.R. prior to being assigned call. These individuals will then be assigned call in the month of their one year anniversary date.

iv. Employees who have had 6 months or more of recent perioperative experience will be given 6 months to become proficient with the policies, procedures and protocols of the O.R. prior to being assigned call. These individuals will then be assigned call in the month of their 6 month anniversary date.

v. Employees who are assigned call for the first time as above must take 3 active calls prior to giving away any future assigned calls. One of these three calls must be an active "first" call. If the period of time between active calls becomes prolonged this provision may be reviewed and waived at the discretion of the Nurse Manager and/or Director of Nursing.

vi. Employees who have fulfilled the call requirements as outlined in (v) above have the option to give away or exchange call assignments. Changes in the assigned call between staff members must reflect equal or comparable perioperative experience.

vii. Employees shall be given the option of completing end of shift cases with voluntary overtime prior to utilizing the on-call procedure.

(e) The following shall apply in the assignment of on call in the Cath Lab:

i. Call is a responsibility and expectation of all staff hired in the Cath Lab provided they meet competency requirements.

ii. Call staffing will be assigned in a fair and equitable manner, on a rotating basis to provide for emergency cardiac and interventional radiology procedures performed in the Cath Lab during the evening, weekend and/or night shift.

iii. Employees who do not have Cath Lab experience will be given 12 months after their successful orientation to become proficient with the policies,

procedures, and protocols of the Cath Lab prior to being assigned call. These individuals will complete a competency evaluation before being assigned call in the month of their one year anniversary date from orientation completion.

iv. Employees who have had 6 months or more of recent Cath Lab experience will be given 6 months to become proficient with the policies, procedures and protocols of the Cath Lab prior to being assigned call. These individuals will then complete a competency evaluation before being assigned call in the sixth (6^{th}) month after their orientation completion.

v. Employees who have fulfilled the call competency requirements listed above have the option to give away or exchange call assignments.

(f) The following shall apply in the assignment of on call in Interventional Radiology:

i. Call is a responsibility and expectation of all staff hired in the Interventional Radiology provided they meet competency requirements.

ii. Call staffing will be assigned in a fair and equitable manner, on a rotating basis to provide for emergency interventional radiology procedures performed in Interventional Radiology during the evening, weekend and/or night shift.

iii. Employees who do not have Interventional Radiology experience will be given 12 months after their successful orientation to become proficient with the policies, procedures, and protocols of the Interventional Radiology prior to being assigned call. These individuals will complete a competency evaluation before being assigned call in the month of their one year anniversary date from orientation completion.

iv. Employees who have had 6 months or more of recent Interventional Radiology experience will be given 6 months to

become proficient with the policies, procedures and protocols of the Interventional Radiology prior to being assigned call. These individuals will then complete a competency evaluation before being assigned call in the sixth (6th) month after their orientation completion.

v. Employees who have fulfilled the call competency requirements listed above have the option to give away or exchange call assignments.

4. An Employee on 11.5 hour shifts, in each four (4) week period, shall work three (3) weeks of three (3) shifts per week and one (1) week of four (4) shifts per week. An Employee may use an available vacation, holiday or free day or part thereof in lieu of the fourth day or part thereof, as scheduling and staffing permit.

5. No Employee on 11.5 hour shifts shall be assigned more than three (3) consecutive days of work except as otherwise agreed and no Employee on 9.5 hour shifts shall be assigned more than four (4) consecutive days of work except as otherwise agreed.

6. Full-time Employees assigned to an 11.5 hour or alternate schedule shall receive the same number of benefit hours as full-time Employees on a 7.5 hour schedule as follows:

60 hours holiday time per year
30 hours free time per year
90 hours sick time per year
22.5 hours marriage time
30 hours death in family time
7.5 hours paternity/adoption time

and the following vacation:

Length of Period of

Continuous Service	Paid Vacation
Six (6) Months	75 Hours (2 weeks)
One (1) Year	150 Hours (4 weeks)
Five (5) Years	187.5 Hours (5 weeks)
Fifteen (15) Years	225 Hours (6 weeks)

7. If 75% of the Employees on a unit request that an alternate schedule be utilized, the Employer shall utilize such alternate schedule, except when utilizing the alternate schedule will result in an increase in RN staff required to meet staffing standards, i.e., an increase in budgeted RN FTE's (full-time equivalent).

8. The Employer may implement new scheduling on any unit, not to exceed 150 straight time hours in a four (4) week period, after:

(a) notifying the Union in writing of the new schedule at least eight (8) weeks prior to implementing the new schedule provided that, for reasons which the Employer shall set forth in the notice, the Employer may give less than eight (8) weeks' notice, in which case the Employer shall give the maximum notice possible; and,

(b) if requested by the Union, discussing in good faith with the Union the new schedule and negotiating the effects of implementing the new schedule on Bargaining Unit Employees.

See Appendix A.

9. The parties agree to continue self-scheduling on the units already utilizing self-scheduling. The parties agree to meet within ninety (90) days to discuss the possible

revision of the procedures and time frames in the Department of Nursing annual “Time Planning Calendar” as they apply to self-scheduling. Additionally, the parties agree to meet within ninety (90) days to discuss the implementation of self-scheduling on units requesting self-scheduling. However, the parties agree that once a balanced schedule, taking into account the staffing requirements, is submitted to the manager, and the manager has reviewed and approved it, it shall not be changed unless the employee agrees to such change.

10. The Employer shall provide a quarterly report with the number of per diem hours, temporary staff hours, and float hours utilized per week for each unit.

ARTICLE XII

WEEKEND SCHEDULING

1. Each Employee shall be scheduled off at least every other weekend, except by agreement between the Employee and Employer, or in emergent circumstances, or where self-scheduling has resulted in a disparity in the number of weekends worked by Employees on a unit. In the case of emergent circumstances, however, the Employee shall not be required to work more than two (2) consecutive weekends. Employees on units that are not currently fully scheduled on weekends shall not be scheduled on weekends to cover units other than their own.

2. Employees shall not be required to work in excess of twenty-three (23) weekends or 46 weekend shifts per calendar year, except that employees with ten (10) years or more of bargaining unit seniority shall not be required to work more than twenty-one (21) weekends or 42 weekend shifts per calendar year. Part-time employees who are regularly scheduled to work less than three-fifths (3/5) of the regular work week shall be required to work weekends as follows: 0.4 Employees will not be required to work more than ten (10) weekends or twenty (20) weekend shifts per calendar year, and 0.2 Employees and float per diems will not be required to work more than five (5) weekends or ten (10) weekend shifts per calendar year. Unit-based per diems shall not be required to work in excess of (1) weekend or two (2) weekend shifts each month.

3. Any Employee who agrees at the request of the Employer to work weekends in excess of those set forth in paragraph 2 above, shall receive one and one-half (1 1/2) times his/her regular pay for shifts worked on the twenty-second (22nd) and twenty-third (23rd) weekend.

4. As used in this Article, the term weekend means for day and evening shift Employees, Saturday and Sunday; for night shift Employees, either Friday and Saturday night shifts or Saturday and Sunday night shifts.

5. A day shift Employee rotated to a Friday midnight shift or an 11.5 hour Friday night shift (8:00 PM - 8:30 AM) before a scheduled weekend off shall receive credit for one-half (1/2) weekend or one (1) weekend shift worked.

6. The Employer will endeavor, on a continual basis, to maintain an equitable distribution of weekends worked among all Employees on a unit.

ARTICLE XIII

OVERTIME

1. (a) Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of the full-time work schedule (week and day) for their classification as set forth in Article XI, Section 1. Authorization of pay for approved overtime shall not be unreasonably denied.

(b) In lieu of overtime pay, and as staffing permits, Employees may request "time owed", calculated at one (1) time the amount of overtime actually worked.

2. (a) The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, free days, vacations, jury duty days, non-nursing hospital business, such as depositions or court appearances, condolence days, parental leave day, and marriage days. Unpaid absences shall not be considered as time worked. Sick hours will not be counted as hours worked for purposes of overtime during that work week. However, contiguous hours in excess of the regular daily shift shall be paid at the overtime rate, except in the event of a disaster, national or natural emergency such as an act of terrorism, storms, or blackouts, as determined and declared by Federal, State or local authorities or by the CEO of the Hospital, when non-contiguous overtime hours shall be paid at the overtime rate.

(b) Employees who volunteer for overtime and are subsequently cancelled and then called into work for the same shift, shall be paid at the overtime rate for the entire shift.

3. Employees shall not be required to work overtime.

4. (a) Voluntary overtime will be assigned on an equitable and on a rotational basis.

(b) RNs scheduled to work voluntary overtime shall be notified by the Employer of any cancellation at least two (2) hours prior to the beginning of their scheduled overtime shift. RNs scheduled to work voluntary overtime shall notify the Employer of any cancellation at least four (4) hours prior to the beginning of their scheduled shift.

(c) In the event the Employer cancels voluntary overtime and has not given or attempted by telephone to give two (2) hours notice, the Employer shall pay one (1) hour "cancellation" pay at the overtime rate. In order to be eligible for the one (1) hour "cancellation" pay, the RN scheduled to work voluntary overtime must leave a phone number where she/he can be personally reached at least two (2) hours prior to voluntary overtime.

(d) RNs who agree to work voluntary overtime are depended on for coverage and shall work as scheduled, regardless of the unit assignment, to the extent permitted by Article XXVII, Section 3. RNs who agree to voluntary overtime do not have the option to go home in lieu of accepting a change of assignment. RNs who agree to voluntary overtime whose assignment is changed will receive the float differential of fifty (50) dollars.

5. In the event an Employee works overtime, the Employee will not be due back to work less than ten (10) hours after completion of the overtime or combined overtime-straight time or straight time-overtime worked.

6. (a) Accessibility Pay is in addition to pay for Employees who sign up for an extra shift of work in advance to cover designated unfilled full shifts. If an Employee who has signed up as accessible is not needed to work the extra shift, one-hundred ($100) dollars Accessibility Pay will be provided to that Employee. If the Employee is required to work the full shift, the Accessibility Pay will be provided in addition to what normally would be paid for working an extra shift.

(b) The Accessibility Pay procedures shall be as follows:

(1) The Nursing Department scheduling office will maintain a master list of unfilled shifts designated as available for Accessibility Pay.

(2) Accessibility shifts for each unit will be posted in the Nursing Resource Office (NRO) for two (2) weeks prior to the time period covered.

(3) Each Monday by 10 a.m., the "Unit-based Accessibility List" will be posted in the NRO for sign up. Each unit will be notified by memo posted on each unit of the availability of Accessibility shifts with instruction to sign up in the NRO for their respective unit. The cut-off date for unit-based sign-up is seven (7) days prior to the start of the time period covered. Eligibility for unit-based accessibility will be determined by seniority on an equitable and rotational basis.

(4) The Accessibility List will then be posted in the NRO from Monday-Friday (7-3 days) prior to the actual accessibility week. Eligibility on the Accessibility List will be on a first come, first served basis allowable by clinical competencies.

(5) If an unfilled shift is no longer required, the nurse who signed up as accessible for that shift will be notified by the NRO personnel twenty-four (24) hours in advance that he/she will not be needed to work but will receive Accessibility Pay. Unless so notified by the NRO, the Employee will report to work on the pre-assigned accessible shift.

(6) If an Employee who has signed up on the accessibility list is required to report to duty for the pre-assigned shift and the Employee is unable to work, Accessibility Pay will not be provided.

(7) The Employer will make every effort to assign Employees to a pre-determined unit. However, Accessibility Pay shifts will be consistent with Section 4(d) of this Article (XIII).

(8) Employees on vacation or Holiday may sign up for Accessibility Pay.

(9) The determination to invoke Accessibility Pay will be at the sole discretion of the Chief Nurse Executive or her/his designee.

7. Full shift overtime (including straight-time overtime) shall be included in the regular biweekly paycheck.

8. There shall be no pyramiding of overtime.

9. The parties agree to implement a one-year pilot program to provide "Crisis Pay" when there are Long Term Surges and Episodic Surges on designated units, and approved by the Chief Nurse Executive or his or her designee.

(a) Long Term Surge: In the event that the census, acuity and/or geography requires a number of nurses per day exceeding 30% of what is scheduled on an average shift for a predicted 3-month period, Long Term Crisis Pay will be implemented. Any qualified nurse who commits to work 7 extra shifts in a 13-week period – 3 shifts of which must be on a weekend – will receive a crisis pay bonus of $2,000 when the 13-week period has ended. In the event the census decreases during that 13-week period and it is determined by the Hospital that no additional extra shifts are required, the RN will receive a prorated share of the bonus for the shifts she/he actually worked. However, if the RN is needed and works all seven shifts, she/he will be paid the $2,000 even if the census decreases. Any nurse who does not complete her/his commitment due to cancelling themselves from any of the 7 extra shifts, will not receive any share of the bonus.

(b) Episodic Surge: Where there is a sudden, unpredicted surge in acuity and/or census with staffing requirement exceeding staff scheduled to work the next shift by at least 30%, Episodic Surge Crisis Pay will be paid at a rate of $200 per shift to each RN/NP/NICU PA who signs up for the identified shifts.

(c) At the conclusion of the pilot period, the Hospital will determine whether it will continue the Long Term and Episodic Surge Programs for the remainder of the contract

term. If the Hospital decides – for any reason – not to continue the parties agree to meet to discuss any changes to the program.

ARTICLE XIV

ROTATION OF SHIFTS AND DIFFERENTIALS

1. (a) Employees working on 7.5 hour shifts whose straight time hours end after seven (7:00) p.m. or begin prior to six (6:00) a.m. shall receive an evening shift differential of Five Thousand Five Hundred ($5,500) Dollars per year.

(b) Night shift Employees shall receive a shift differential of Six Thousand ($6,000.00) Dollars per year.

(c) Employees working the following shifts shall receive the shift differentials as follows:

Shift Length	Start Time	End Time	Shift Differential
11.5 hours	5:30 AM – 6:59 AM	6:30 PM – 7:30 PM	$476.58 per year
11.5 hours	7:00 AM – 9:59 AM	7:30 PM – 9:59 PM	$1,191.00 per year
11.5 hours	10:00 AM – 11:59 AM	10:30 PM – 11:59 PM	$2,145.00 per year
11.5 hours	12:00 PM – 1:59 PM	12:30 AM – 1:59 PM	$3,098.00 per year
11.5 hours	2:00 PM – 3:59 PM	2:30 AM – 3:59 AM	$4,051.00 per year
11.5 hours	4:00 PM – 6:59 PM	4:30 AM – 6:59 AM	$5,480.67 per year
11.5 hours	7:00 PM – 4:59 AM		$6,000.00 per year
9.5 hours	8:00 AM – 8:59 AM		$219.96 per year
9.5 hours	9:00 AM – 9:59 AM	6:30 PM – 8:59 PM	$1,173.12 per year
9.5 hours	10:00 AM – 11:59 AM	8:30 PM – 10:30 PM	$1,759.08 per year
9.5 hours	12:00 PM – 4:59 PM	10:30 PM – 2:59 AM	$4,399.98 per year

(d) Evening shift Employees working on a 9.5 hour evening shift whose straight time hours end after 10:00 p.m. shall receive a "9.5 hour evening shift differential" of $4,400.

(e) The Employer shall continue to use the same formula ($2.82 x hours regularly worked beyond 6:00 pm x number of shifts worked per year) to calculate shift differentials not otherwise listed above.

(f) Effective January 1, 2016, an employee who works on a shift that is not her/his regularly assigned shift will receive the differential for the shift actually worked.

2. (a) Employees with more than two (2) years of bargaining unit seniority shall not be required to rotate to other shifts.

(b) Employees with less than two (2) years of bargaining unit seniority shall not be required to rotate more than one hundred and fifty (150) evening or night shift hours per year.

(c) An Employee shall be rotated only on her/his own unit.

3. The Employer may change an Employee's shift only for good and sufficient reason, and any such change shall apply to the Employee with the least bargaining unit seniority qualified to do the work.

4. Employees who choose to rotate to other shifts shall submit a letter to the Nurse Manager stating the length of time they wish to rotate. Such rotation shall be approved if scheduling can reasonably be arranged.

5. (a) An educational differential of $1,300 shall be paid to each Employee who has achieved a bachelor's degree in Nursing or a health related field.

(b) An educational differential of $1,500 shall be paid to each Employee who has achieved a master's degree in Nursing or a health-related field.

6. An annual differential of One Thousand Four Hundred Dollars ($1,400.00) shall be paid to each Employee who submits proof of successful completion of specialty certification examinations given by an approved nursing certification board including ABSN, AACN, the NCC, or any other nationally recognized nursing association and only if such certification is applicable to the clinical division in which the Employee works,

including the general CCRN certification as it relates to caring for adult patients throughout the Hospital. For specialty certifications applicable to specific populations infrequently present in the employee's clinical division, the employee will need to provide evidence of continued care of that population at the Hospital to receive reimbursement. For purposes of this section, a nationally recognized nursing association is defined as an association whose Certification criteria are based upon standards that measure an individual nurse's qualification and knowledge for practice in a defined functional or clinical area of nursing examination, reexamination or completion of annual Continuing Education Recognition Points (CERPs).

7. (a) Employees who orient RNs, LPNs or hospital-based student programs such as the Hillman and/or NYPNU student nurse program shall receive a differential of one (1) hour of her/his regular pay for each seven and one-half (7 1/2) hour shift (pro-rated for shifts in excess of seven and one-half (7 1/2 hours) for which she/he works in such capacity or one and one-half (1 1/2) hours of her/his regular pay if there is more than one orientee. Nursing Students affiliated with a University or a School of Nursing doing an academic clinical rotation are not considered hospital-based student nurses. Such orientation shall be equitably rotated among all qualified employees who agree to orient.

(b) The above orientation differential shall also apply to Employees who orient RNs and LPNs in the following O.R. services:

1. General Surgery/Cardiovascular
2. Orthopedics
3. Urology
4. Open Heart
5. ENT/Plastics
6. GYN/Laser
7. Ophthalmology
8. Neurosurgery

8. Float Pool RN Classification and Float Differentials

(a) Level I – Unit Based Floating: Full-time or part-time unit-based staff RN's assigned to work on other than their regular unit for greater than four (4) hours will be paid a float differential of Fifty (50) Dollars, which will not be part of regular pay.

(b) Level II – Resource Team RNs: Regularly scheduled RNs assigned from the Nursing Scheduling Office to float in a cluster of units within a clinical division will be paid an annual differential of $2,000. Level II Float Resource Team RN's assigned to work on units other than their regular cluster of units within the Division for greater than four (4) hours will be paid a float differential of Fifty (50) Dollars.

(c) Level III – Division Float Pool RNs: Regularly scheduled RNs assigned from the Nursing Scheduling Office to float in an entire Clinical Division will be paid an annual float pool differential of $4,000. Level III Float Pool RNs shall not be required to work outside their Clinical Division. Level III Float Pool RNs who agree to work outside their regular Clinical Division for greater than four (4) hours will be paid a float differential of Fifty (50) Dollars.

(d) Level IV – Cross Clinical Float Team RNs (CCFT): Regularly scheduled RNs assigned from the Nursing Scheduling Office to float in more than one Clinical Division will be paid an annual float pool differential of $5,000.

(e) Salary for Levels II to IV float RNs will be calculated as per full-time new hires and will include experience, educational, certification, shift, and float pool differential.

(f) Qualifications for the float positions are:

New Hires:

RNs hired for Levels II to IV float pool RN positions must have a minimum of three (3) years recent clinical experience in acute care hospital setting in area(s) of specialty and must meet the same competencies outlined below for incumbents.

Incumbents:

(i) RNs who apply for a Level II float pool RN position must meet the competency requirements for the cluster of units within a clinical division prior to applying for a position.

(ii) RNs who apply for a Level III float pool RN position must meet the competency requirements for the clinical division prior to applying for a position.

(iii) RNs who apply for a Level IV float pool RN position must meet the competency requirements for at least one of the clinical divisions, and at least one unit in a second clinical division prior to applying for a position.

(iv) It is the Employer's intent to maximize the availability and utilization of the float pools by offering opportunities for enhancing competencies of staff who want to apply for float pool positions. RNs may initially apply for the float pool level where they meet the competency requirements, and then advance to other float pool levels as provided in Article IX, Section 9, including receiving a reasonable orientation and probationary period. Upon successful completion of the orientation and probationary period the new differential shall apply.

(v) In all levels of the Float Pool, the employee's record of time and attendance may be considered in determining the most appropriate candidate to fill a vacant position.

(g) If an RN's "regular unit" is closed due to low census or other operational factors, as determined by the Employer, and the RN works on another unit during this time, the RN is not eligible for float differential while working on the newly assigned unit. If the RN is floated off her/his newly assigned unit, she/he will be entitled to float differential. If the census/activity does not require the number of RNs scheduled on duty for a particular shift or portion of a shift and the RN is required to work on another unit for greater than four (4) hours, the RN will be paid the float differential. If the census/activity does not require the number of RNs scheduled on duty for a particular shift or portion of a shift, and the RN is not required to work on another unit during this time, the RNs on such unit, in bargaining unit seniority order and on a rotational basis, will be offered, but not required to take, the option of using accrued paid time off (free, holiday, vacation) or, if no accrued time off is available, unpaid excused absent time.

When a unit is relocated and split into more than one location, employees working at any of those locations are not deemed floated until the relocated unit is at full census.

9. The Employer shall pay only those differentials specified in this agreement.

ARTICLE XV

HOLIDAYS/FREE DAYS

1. Employees shall be entitled to a total of sixty (60) paid holiday hours per year, except as otherwise provided in 3(b) below.

2. The sixty (60) such holiday hours specified in Section 1 above shall be legal holidays, specifically:

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

3. (a) 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, except that each Employee within each unit and shift shall have off at least Christmas Eve and Day, or New Year's Eve and Day.

Christmas/New Year's will be granted on a rotational basis, unless otherwise indicated below. When a vacancy or new position is created, the Employer shall assign the newly hired or transferred RN to the rotational group with the least number of employees.

Each Employee shall be granted Thanksgiving off at least every other year. Thanksgiving requests will be granted on a rotational basis. When a vacancy or new position is created, the Employer shall assign the newly hired or transferred RN to the

rotational group with the least number of employees. The Nurse Manager will maintain the list of which holiday group each staff RN and unit based per diem is assigned. In the case of lateral transfers, the Nurse Manager will inform the Employee of which "holiday group" they will be assigned before they accept the lateral transfer position.

Requests for the summer holidays (Memorial Day, Independence Day and Labor Day) will be granted by seniority, however, each nurse who so requests shall have at least one (1) of the three (3) summer holidays off, provided that each Employee who works Thanksgiving shall have at least two (2) of the summer holidays off.

Requests for the summer holiday(s) shall be made from February 1 to February 16, and approval shall be by February 23. The Employer shall post a list on each unit during this request period. Employees working Thanksgiving shall indicate one (1) of the three (3) summer holidays they will work; Employees not working Thanksgiving shall indicate two (2) of the three (3) summer holidays they will work.

The process of granting an extra shift off is as follows: The number of extra shifts off will (1) be determined by the usual staffing standard for the unit and posted by the Employer before the time block is created, (2) be equitably distributed among Employees assigned to the group to work the holiday on the basis of seniority, and then, (3) Employees may switch a holiday off, or portion thereof, with any other Employee on the unit. Switches shall not change the Employees' rotation of holidays. Such extra shifts shall be made available when the time block is created. Employees who are granted an extra holiday off in the Summer Holiday/Thanksgiving block will not be eligible for another extra holiday off in that same block until other employees in the unit have been offered an extra holiday off in that block.

This Section 3(a) shall apply only to units that are open on holidays. On units that are not open on holidays, the current practice shall continue.

(b) In the event an Employee is required to work on any of the legal holidays specified in Section 2 above, he/she shall be paid at the rate of time and one-half his/her regular pay for all hours worked on the holiday, and shall, in addition, receive an

additional 7.5 holiday hours off with regular pay for each legal holiday worked. These additional holiday hours shall be taken within the calendar year accrued. The Employer recognizes its responsibility to make it possible for an Employee to take their holidays in a timely manner throughout the year. Any Employee encountering a problem in this regard should bring it to the attention of her/his Director promptly. Employees are encouraged to request/take holidays on a current basis as their holidays accrue during the calendar year (for Employees working 7.5 hour shifts, one holiday of 7.5 hours every 6-7 weeks; for Employees working 9.5 hour shifts, one holiday of 9.5 hours every 8 weeks; for Employees working 11.5 hour shifts, one holiday of 11.5 hours every 10 weeks). Based on the needs of the unit if an alternate day cannot be taken then the Employee shall be entitled to pay in lieu thereof. Emphasis is placed on granting another day off.

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

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

(e) The day on which a holiday is legally celebrated* shall be the day on which holiday premium pay is paid to those Employees who work on that day, except that on New Year's Day, Independence Day and Christmas Day premium pay is paid to those Employees who work on those days.

(f) If an Employee involved in progressive discipline for attendance violations is absent the scheduled work day before and/or the scheduled work day after a paid legal holiday or day in lieu thereof, or the day either preceding or following a “holiday

* The term “legally celebrated” shall refer to Public Holidays as defined in the New York General Construction Law, Section 24, as amended.

weekend," the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished.

(g) Notwithstanding any other provision contained herein, every-other-weekend (.2) employees shall not, unless otherwise agreed:

i. be required to work on Christmas Day or New Year's Day unless such holiday falls on a week-end, and

ii. be required to work both Christmas Day and New Year's Day.

(h) Recognizing the impact of the Manhattan LGBTQ Pride March on a Sunday in June and the Halloween Parade (October 31) at Lenox Health Greenwich Village, ED nurses shall choose one of these special events to work during the Feb.1st-15th holiday request period. Requests will be granted on the basis of seniority and adhere to the unit's staffing standard.

4. Employees shall be entitled to thirty (30) "free hours" with pay, to be earned at the rate of seven and one-half (7.5) hours per quarter, which shall be taken within the calendar year accrued. Free hours shall be scheduled in advance and with the approval of the Employer, and shall not be unreasonably denied. An Employee may however, utilize one (1) such day in each calendar year as an emergency day provided that the Employee must notify her/his supervisor at least two (2) hours before the start of her/his regularly scheduled work day. However, this Emergency Day may not be utilized on Easter, Mother's Day, Super Bowl Sunday, or any legal holidays listed in Section 2, or on a requested day off which was denied during the creation of the time schedule. Once scheduled, free hours shall not be canceled except in an emergency. The Employer recognizes its responsibility to make it possible for an Employee to take their free hours in a timely manner throughout the year. Any Employee encountering a problem in this regard should bring it to the attention of her/his Director promptly. Employees are encouraged to request/take free hours on a current basis as their free hours accrue during the calendar year. Based on the needs of the unit if an alternate

day cannot be taken then the Employee shall be entitled to pay in lieu thereof. Emphasis is placed on granting another day off.

5. Employees will be entitled to time off with pay to vote at city, state or federal elections, in accordance with New York State Law.

ARTICLE XVI

VACATIONS

1. Employees shall be entitled to accrued vacations each year with pay as follows:

Length of Continuous Service	Period of Paid Vacation
Six (6) Months	75 Hours (2 weeks)
One (1) Year	150 Hours (4 weeks)
Five (5) Years	187.5 Hours (5 weeks)
Fifteen (15) Years	225 Hours (6 weeks)

2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, bargaining unit seniority among Employees of that shift shall prevail, except in the case of an Employee who transfers or is rehired into a work area, as defined in Article IX, Section 7, after vacation preferences have been submitted. Thereafter, such Employees' bargaining unit seniority shall be applicable.

3. The vacation year shall be divided into three (3) four (4) month periods:

(a) May 16 to September 15, for which the request period shall be February 15 to March 2, and approvals shall be by March 15, subject to changes if staffing permits.

(b) September 16 to January 15, for which the request period shall be June 15 to June 30, and approvals shall be by July 15, subject to changes if staffing permits.

(c) January 16 to May 15, for which the request period shall be October 15 to October 30, and approvals shall be by November 15, subject to changes if staffing permits.

(d) Every Employee who so requests shall be granted two (2) weeks' vacation during prime time (May 15 to September 15) except for Employees with six (6) Months or less seniority by May 15. If staffing permits, Employees may request in excess of two weeks.

4. The vacation eligibility year shall be as heretofore. Each Employee's anniversary date shall be used for vacation purposes.

5. No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken in the calendar year accrued; however, Employees may accrue up to two times their annual vacation entitlement. Employees must accrue vacation time before it may be used.

6. Vacation pay shall be based upon the Employee's regular pay.

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

Hours of vacation pay for each week of vacation to which an Employee may be entitled as above defined shall be computed on the basis of the average number of

hours per week actually worked as above defined, including premium hours, during the twelve (12) calendar months immediately preceding the Employee's vacation.

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

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

An Employee who has resigned or who has been discharged or who has lost his/her seniority pursuant to the terms of Article IX, and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

8. (a) The VHF factor is an existing calculation of the unit-based “Vacation, Holiday, and Free Allowance Schedule” that details actual RN accrual of vacation, holiday and free (non-productive) time by individual RN, by unit, and by shift, for the purposes of distribution of the total current annual VHF accrual of all active RNs during both prime time and non-prime time.

(b) To comply with (a) above, the VHF factor is calculated quarterly for two parts of the year. The first part is the 18 weeks of prime time to meet the requirement to provide 2-weeks’ vacation to each RN who so requests, and the second part is for the remaining 34 weeks of the year. Within each part of the year, the distribution of VHF shall be uniform.

(c) A unit, by majority vote, may limit the number of days of paid leave an employee may take during Thanksgiving, Christmas and New Year's weeks. During those weeks, the VHF factor shall be available to be taken by the employees and shall be equitably distributed among those employees requesting time off on the basis of seniority.

(d) Additional requests for time-off above the calculated annual VHF (including previously "banked" time) may be granted by the manager during the schedule review and approval process, provided the unit staffing standards are met.

ARTICLE XVII

SICK LEAVE

1. Employees, 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, retroactive to date of hire, up to a maximum of twelve (12) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of twelve (12) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time will an Employee be entitled to accumulate more than ninety-six (96) working days, equivalent to 720 hours, of sick leave during any one year, including the days earned or to be earned in the current sick leave year. Earned sick time may be used to care for an employee's own health needs or to care for the health needs of their family member as defined in the New York City Earned Safe and Sick Time Act, including, but not limited to, all Safe Time provisions for the care of employees or family members that are victims of domestic violence, assault, stalking, human trafficking, or other "family offense" matter.

2. Pay for any day of sick leave shall be at the Employee's regular pay.

3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least three (3) hours before the start of his/her regularly scheduled work day unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder for up to one year in special circumstances including involvement in progressive discipline for attendance violation(s), and pursuant to Article XV, Section 3(f).

4. Employees who have been on sick leave may be required to be examined by the Employer's Personnel Health Service physician before being permitted to return to duty.

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

6. After an Employee has been sick or disabled for a continuous period of more than seven (7) days and is entitled to receive disability payments pursuant to Article XXIII, the Employer shall pay regular sick leave pay, or at the employee's option, pay sick leave pay which an Employee has accumulated at the rate of one-half (1/2) of a day's pay for each day of continuous sickness or disability exceeding seven (7) days as above provided, up to the maximum amount set forth in paragraph 1 above.

Additionally, the parties shall execute the attached letter of understanding. (See Appendix C).

7. The Parties agree to waive the provisions of the New York City Earned Safe and Sick Time Act.

8. Beginning in calendar year 2019, at the end of each calendar year, employees may elect to convert up to 90 hours of accrued but unused sick time to vacation time on a 3 to 1 exchange basis if the employee has used 45 hours or less of sick time in that calendar year (pro-rated for part-time employees). At the end of calendar year 2018, any employee with 675 or more hours in their sick leave bank may elect, on a one-time basis, to convert up to 12 sick days to vacation days on a 3 to 1 basis.

9. Per Diem employees that have worked at least 80 hours during a calendar year shall be entitled to earn and use a maximum of forty (40) hours of safe/sick time each calendar year. Per Diem employees shall accrue one (1) hour of safe/sick time for every

thirty (30) hours of time worked. Per Diem employees are not entitled to begin using accrued safe/sick time until one hundred and twenty (120) days after their employment commences. Per Diem Employees may carry over up to 150 hours of safe/sick leave. Employees are not entitled to payout of any accrued but unused safe/sick time upon separation of employment for any reason. Upon transfer to a full or part time position, Per Diem employees shall be able to carry over any accrued but unused sick time. All eligible Per Diem employees hired on or before November 1, 2018 shall be credited with all earned safe/sick time that they would have accrued throughout the 2018 calendar year.

10. Subject to and in accordance with, the New York City Earned Safe and Sick Time Act, the first forty (40) hours of sick time utilized by an Employee shall not be counted toward the hospital's unscheduled absences policy.

ARTICLE XVIII

PAID LEAVE

Employees, after their first thirty (30) days of employment, shall be entitled to paid leave as follows:

1. An Employee shall be paid at his/her regular pay for thirty (30) hours in the event of the death of his/her parent, spouse, child, brother, sister, grandparent, grandchild, domestic partner, father-in-law, or mother-in-law. Such thirty (30) hours must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split. Domestic partners are two people who have a close and committed personal relationship involving shared responsibilities and who have been living together for one year or more on a continuous basis. A request to use paid or unpaid leave to attend the funeral of a family member not otherwise covered shall not be unreasonably denied. Use of this benefit under false pretenses may result in disciplinary action up to and including termination.

2. An Employee shall be paid at his/her regular pay for three (3) working days' absence (22.5 hours) in the event of his/her marriage; such three (3) days must be taken consecutively.

3. An Employee shall be paid at his/her regular pay for one (1) working day's absence (7.5 hours) for parental leave upon the birth or adoption of a child.

4. All Employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty, which shall not include "on call" jury time when Employees are able to be at work. A Proof of Service must be provided in order to be paid for the day(s). The receipt of a subpoena or the

notice to report for jury duty must be reported immediately to the Nursing Scheduling Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

5. While on a paid leave of absence, defined as any leave of absence for which an employee is using accrued time, an employee shall accrue vacation, holidays, free days, and sick days. However, sick days shall not accrue while the employee is on a disability leave for which the Employee is using sick days.

ARTICLE XIX

UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Parental Leave. For pregnant Employees, parental leave will be granted for a period not to exceed nine (9) months or the length of physical disability, whichever is greater. However, Employees exposed to radiation who desire to take leave and Employees whose pregnancy requires them to take leave prior to the sixth month of pregnancy will be granted parental leave for a period of twelve (12) months or the length of physical disability, whichever is greater. Sick leave shall be used, to the extent available, for the physical disability ("involuntary") portion of a parental leave; sick leave may not be used for any non-physical disability ("voluntary") portion of a parental leave. For co-parent employees, parental leave will be granted for a period not to exceed nine (9) months in preparation for and upon the adoption/birth of a child.

2. Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. Union Business. A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union, provided such leaves will not interfere with the operation of the Employer.

4. Other Leaves. Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer.

5. (a) While on an unpaid leave of absence, an Employee shall not be entitled to accrue vacation, holiday, free days and sick days, except as set forth in Article XVI, Section 8. Employees shall make COBRA payments in order to continue health benefits after loss of employer paid coverage following six (6) months of leave of absence or other qualifying event under COBRA.

(b) When an Employee returns to work following an involuntary leave of absence including the physical disability ("involuntary") portion of a maternity leave, she/he shall be reinstated to his/her former position with seniority.

(c) An Employee who returns to work from a voluntary leave of absence including the non-physical disability ("voluntary") portion of a maternity leave will be reinstated to her/his former job or another position within the same classification.

(d) An employee whose leave of absence exceeds twelve (12) months shall be terminated.

(e) As a condition of reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of the Employer's Personnel Health Service.

6. Employees shall be entitled to leaves as provided in the FMLA and shall also be permitted up to twelve (12) weeks leave per year to care for a domestic partner suffering from a serious health condition.

ARTICLE XX

PAST PRACTICES

The specific past practices of the Employer are:

1. The Employer shall continue to permit Employees and their dependents to visit and utilize the ENT, Retina, Primary Care and RDC clinics of the Employer at no cost.

2. The Employer shall continue to provide complimentary lunch and dinner to Employees working on Christmas day for as long as such benefit is provided to other Employees of the Employer.

3. The Employer shall not change its dress code applicable to the Employees without prior consultation with the Union.

4. Five (5) days of paid leave (37.5 hours) may be scheduled during Christmas and/or New Year's holiday periods to the extent that staffing requirements shall permit unless reduced by majority vote within the unit pursuant to Article XVI, Section 9.

5. The Employer shall continue to permit the use of the swimming pool by the Employees for as long as the Employer shall maintain its operation and use.

6. The Employer shall continue to provide the Staff Nurses' lounge.

ARTICLE XXI

SEVERANCE PAY

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, pro-rated, up to a maximum of four (4) weeks' pay, at his/her regular pay in effect at the time of such permanent layoff.

ARTICLE XXII

TUITION REIMBURSEMENT
and
PROFESSIONAL CONFERENCES

1. (a) Active full-time and part-time Employees who work .6 FTE or greater with one year of service shall be eligible for tuition reimbursement, as set forth below, for courses which they have satisfactorily completed and for which they have provided the Employer with a transcript of grades or certificate of completion, accompanied by a bursar's receipt for tuition payment. Employees shall submit the transcript and receipt to the Employer within six (6) months from the completion of the class. Requests for extensions of the six (6) month deadline due to extenuating circumstances shall not be unreasonably denied. The Employer shall have the right to waive the one-year eligibility requirement upon notification to the Union. Newly hired full-time and part-time employees who work .6 FTE or greater who have successfully completed probation shall be eligible for tuition reimbursement as set forth above for pursuit of a BSN degree.

(b) Tuition reimbursement shall be limited to tuition costs (exclusive of the cost of books and registration, laboratory and other fees) for a maximum of eighteen (18) credits in an academic year for Employees who are matriculated students pursuing a degree in Nursing, Nursing Public Health, Nursing Education, Nursing Health Administration, Nursing Research or a health related field at an accredited institution of higher education. To be eligible for tuition reimbursement for a degree in a health related field, an employee must have been awarded a BSN or MSN degree before he/she requests reimbursement for the health related field. All current employees who are enrolled as of November 1, 2012, will be permitted to complete their programs without regard to the foregoing degree requirement. Upon receipt of reimbursement of $4500 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, except that where the Employer has waived the one (1) year service eligibility requirement, the Employee will sign an agreement with a service commitment to the Employer for a period of two (2) years. An employee who fails to fulfill these service commitments will be required to repay the amount reimbursed to the Employer.

(c) Beginning in July 2010, tuition reimbursement shall be limited to tuition costs (exclusive of the cost of books and registration, laboratory and other fees) for a maximum of eighteen (18) credits or $7,500, whichever is less in an academic year for Employees who are matriculated students pursuing a Bachelor's or Master's degree in Nursing, Nursing Public Health, Nursing Education, Nursing Health Administration, Nursing Research or a health related field at an accredited institution of higher education (Employees enrolled in a Doctoral program as of the completion of the Fall semester 2009 will be grandfathered into the Tuition Reimbursement program). Upon receipt of Tuition Reimbursement, the Employee will sign an agreement with a service commitment to the Employer for a period of two (2) years following completion of the last term for which compensation was received. An employee who fails to fulfill these service commitments will be required to repay the amount reimbursed to the Employer. Such service commitment cannot be fulfilled by working in a per diem status.

(d) Employees are eligible for conference fees, up to a maximum of Two Hundred ($200.00) Dollars per academic year, for courses and/or conferences directly related to the Employee's current position, in a non-degree program, provided that the conference is attended on an Employee's regularly scheduled day off. If pre-approved by meeting the above criteria, reimbursement of conference fees will be made after the Employee submits receipt of payment and proof of attendance.

(e) Tuition reimbursement and reimbursement for PDD program fees shall be paid by separate check within four (4) pay periods of submission of all required documents to the Employer.

2. Eligible part-time Employees as described in 1 (a) above shall be entitled to the benefits set forth in paragraph 1 of this Article on a pro-rated basis, provided they regularly work at least sixty (60%) percent of a full-time schedule.

3. Employees seeking tuition reimbursement are required to complete an application for tuition reimbursement one (1) month prior to registering for the course.

4. (a) Recognizing the mutual professional responsibility of the Employer and the Employee to maintain and enhance patient care by ensuring clinical competency, the Employer will provide courses required for licensure by the New York State Education Department, and the Employees will assume responsibility for attending such courses on a regularly scheduled day off and fee payment for such courses.

The Employer recognizes the need for educational staff development programs and will endeavor to provide staff development programs on an equitable basis. Staff Development programs, as recommended by the Staff Management Committee and the Nursing Performance Improvement/Patient Safety Program, may involve new equipment, high risk and problem prone nursing issues, evidence-based practice, developing standards of care, conducting Grand Rounds, leading Journal Clubs and other professional activities designed to improve patient care outcomes and advance professional practice. Employees will be permitted to attend staff development programs during their working hours.

(b) The Employer shall provide reimbursement for all ground travel to and from off-site locations for Employer-mandated education courses, seminars, and for all Fellows for the duration of the classroom portion of the Fellowship program, where not otherwise provided by the Hospital.

Taxi cabs, car service, buses, railroads, subways, tolls, and parking fees will be reimbursed on an actual basis plus tip (as appropriate). The amount of reimbursement

will be limited to the distance from the employee's home or regular work location, whichever is less.

Employees using their personal vehicles for travel shall be reimbursed at the Employer's established reimbursement rate.

If several employees travel together in a personal car, only the operator will be reimbursed for mileage. Employees are encouraged to carpool whenever possible.

The Employer will not reimburse fees related to parking fines or traffic violations, unless approved by the Program Administrator.

The process for applying for reimbursement, including required documentation and record retention shall be dictated by the Employer's Employee Travel Policy. The Travel Policy shall be provided to all employees entering the Fellowship program or attending courses and seminars off-site.

(c) Employees are encouraged to pursue professional development and education related to their work. Toward that end, eligible employees will be allowed to use Professional Development Days (PDDs) in accordance with this section to attend professional conferences or initial certification review courses that will 1) enhance job performance in an employee's current position; or 2) provide job related professional growth, renewal or validation; job related education; job related research; or job related continuing education conferences or workshops. Additionally, funds will be made available pursuant to this section for qualifying conference fees and expenses that do not qualify for reimbursement under Section 1(b) of this Article.

Each year, the Employer shall budget and allocate two hundred dollars ($200) per full-time employee, pro-rated for part-time employees, which shall be available for qualifying PDDs and related conference fees and expenses hereunder. The salaries of nurses authorized to use PDDs, as well as qualifying conference fees and expenses, shall be charged against such funds. A nurse may apply for one or more PDDs as per the PDD policy and procedure (Appendix D). A quarterly report of the status of the Fund shall be provided to the Chief Nurse Executive and the President of NYPNU.

Unused Professional Development Day funds shall not be carried over from one year to the next.

Employees who have completed one (1) or more years of service are eligible to request PDDs provided that the Employee: 1) applies in writing with course/conference information attached, and one of the objectives in the first paragraph of this section is satisfied; 2) the Employee applies in advance prior to the submission of a balanced schedule to the manager; and 3) the Employee submits documentary evidence of attendance at the qualifying conference, certification review course, or successful completion of online course(s).

Additionally, Employees who participate as presenters at conferences, workshops, grand rounds, or other continuing education programs sponsored by the LHH Nursing Education Department will be entitled to a conference day for each such presentation, and the cost of such conference day will be independent of the PDD funds specified hereunder.

PDDs will be scheduled in accordance with Appendix D. PDDs shall not be counted as time worked when calculating overtime, and will not be paid at the overtime rate if the day is in excess of the regularly scheduled work week. An Employee who takes a professional development day on a regularly scheduled work day who is unable to spend the time as stated in the application shall reimburse the Employer for the day, or work another day when the Employer has a need. Employees shall be entitled to attend professional conferences related to their work on an equitable and non-discriminatory basis to the extent funds are made available.

Applications for a PDD shall be submitted by the Employee to the Nurse Manager for evaluation as to whether the above criteria have been met.

In addition to the funds provided herein, Employees assigned to the Emergency Room who are required by EMS to take continuing education courses shall be paid at their regular rate for attendance at such continuing education courses up to fifty (50) hours per year, as long as EMS continues such requirement.

(d) The Employer shall offer BLS, ACLS, PALS and NRP certifications at least monthly at Lenox Hill Hospital or MEETH. Each Employee who is required to obtain, because of change in competency standards or lateral transfer, and maintain certification in BLS, ACLS, PALS, NALS, NRP and any other certification required by the Employer (and not offered by the Employer or timely available at Lenox Hill Hospital or MEETH) shall be reimbursed for the cost of such initial certification and timely re-certifications prior to expiration of the certification up to the following amounts:

Course	Initial Certification	Recertification
BLS	$ 60	$50
ACLS	$200	$175
PALS	$200	$175
NALS/NRP	$200	$175

Employees shall, upon submitting required documentation of completion of the certification or recertification course, be paid up to 7.5 hours for BLS certification and four (4) hours for BLS re-certification and up to 15 hours each for ACLS, PALS, NALS, NRP certification and 7.5 hours each for ACLS, PALS, NALS, and NRP recertification at her/his regular rate of pay for attendance at such certification or recertification courses, provided that, to ensure competency standards are met, the course provider is an American Heart Association certified instructor.

(e) The Hospital shall reimburse NPs and PAs for any role-required DEA licensure fees if the Hospital deems it necessary based on the needs of the NP's or PA's clinical service.

ARTICLE XXIII

HEALTH AND INSURANCE BENEFIT PLANS

1. (a) The employer shall continue to provide Health and Insurance benefit plans to full-time and part-time (.6 FTE or greater) Employees covered by this agreement. In 2010, RN's will be eligible for a separate plan ("the Nurses Medical plan") with no co-pay of any premium required, which shall be the same plan as in effect for RN's in 2009. In 2011, RN's shall participate in the same PPO plan as currently offered to non-union employees, with no co-pay of any premium required. The benefits currently being provided are the following: Health Plan (covers in and out-patient care), Dental Plan, Prescription Drug Plan (including contraceptive coverage in accordance with New York State law for insured programs), Vision Care Plan, Life Insurance, Short Term Disability, Long Term Disability Insurance and Employee Assistance Program. The Employer recognizes and reaffirms its obligation, under the law, to provide the Union with advance notice and opportunity to negotiate, including full disclosure of relevant information and related documents, upon request, over any intended substantial modification of the above plans.

(b) Effective January 2015, each participant in the current benefits plan for the RNs shall pay a contribution of $25 per month for the RN and each of her/his covered dependents up to a maximum of one-hundred dollars ($100.00) for the RN and all covered dependents.

(c) During an open enrollment period to occur in or about February 2013, each Employee will be offered the option of participating in either the North Shore-LIJ Value Plan or the North Shore-LIJ Buy Up Plan. The Employees' participation in the North Shore-LIJ Value or Buy Up Plans shall be in accordance with the terms of those Plans. RNs will continue to have the option of participating in the current benefits plan for the RNs.

(d) If the total number of employees participating in the North Shore-LIJ Value and/or Buy Up Plans equals or exceeds a participation rate of eighty-five percent (85%) of all RNs who elect health benefits during 2014 or thereafter, the Hospital may, at its option, eliminate the current benefits plan for RNs and shall offer the affected RNs the right to participate in either the Value or Buy Up Plans.

(e) The Hospital shall maintain mental and nervous disorder coverage as follows: Outpatient mental health care is covered up to a maximum of 30 visits payable per calendar year. Visits to a Participating Provider are covered subject to a 50% co-payment per visit. Outpatient mental health care rendered by a non-participating provider is covered subject to the deductible, a 50% coinsurance level, and the usual and customary allowances.

2. The Employer will grandfather .2 and .4 employees who were participating in the health plan as of the date of ratification of this agreement.

3. Employees who retire after twenty (20) years of service to Lenox Hill Hospital and have reached sixty (60) years of age shall be entitled to participate in the Northwell Value Plan and pay the applicable employee cost for the Plan until reaching age 65 and Employees shall have the option to purchase coverage for spouses and dependents at the then current full cost of coverage. The Employer shall provide a payment of no more than $2,500 per year for the purchase of the Employee's own coverage under the Plan or for an independently purchased health care plan for the Employee's own health coverage.

4. Domestic Partner coverage

(a) The employee and domestic partner must sign a document attesting that they meet the conditions in (c) below and provide proof thereof.

(b) RN's choosing coverage for a domestic partner will pay for the difference between Single and Employee + 1 coverage using payroll deductions from after tax wages received from the Hospital. By example, if the biweekly cost of the "single" option is $132.17, and the biweekly cost for the Employee + 1 option is $260.98, the employee shall have deducted from their take home pay the biweekly difference of $128.81.

(c) The conditions set forth below must be met in order to be eligible for this benefit:

i. The employee and domestic partner are in a committed relationship and intend to continue that relationship indefinitely.

ii. The employee and domestic partner are not the legal spouse of any other person, and are not involved in a domestic partnership with any other person.

iii. The employee and domestic partner are not related by blood closer than would be permissible under state marriage laws.

iv. The employee and domestic partner have shared the same primary residence for one year or more, and intend to continue to do so indefinitely.

One of the following may be provided as proof of item (i) above:

- The employee and domestic partner have a shared banking account.
- The employee and domestic partner are both signatories on the mortgage or rental agreement covering their primary residence.
- The employee and domestic partner share a credit card.

5. Any arbitration or litigation associated with the provision of contraceptive coverage shall be withdrawn.

ARTICLE XXIV

PENSION PLAN

1. The Employer shall continue to provide to full-time and part-time Employees covered by this Agreement inclusion in the Lenox Hill Hospital Retirement Plan as follows:

(a) The current defined benefit and defined contribution pension plans shall be frozen from January 1, 2007 through December 31, 2007. During that period, no benefits shall be earned or accrued by RNs in the defined benefit pension plan or the defined contribution pension plan. However, vesting credit will accrue during the freeze.

(b) RNs participating in the defined benefit pension plan as of November 1, 2006 shall continue to participate in the defined benefit pension plan for the term of this agreement and such plan shall continue without substantial modification for the term of this agreement.

(c) RNs participating in the defined contribution pension plan as of November 1, 2006 shall continue to participate in the defined contribution pension plan for the term of this agreement and such plan shall continue without substantial modification for the term of this agreement.

(d) RNs hired on or after November 1, 2006 shall be eligible to participate in the defined contribution pension plan for the term of this agreement.

(e) Effective January 1, 2014, RNs participating in the defined contribution plan shall be eligible to participate in the North Shore-LIJ Retirement Program (403(b) and Cash Balance Plans). Such participation shall be pursuant to the terms of the plans. Effective January 1, 2014, RNs participating in the defined contribution plan shall no longer be eligible to participate in the current Hospital defined contribution plan.

2. The employer shall continue to make available a tax sheltered (no matching) salary reduction annuity program. Employee annuity deductions for the total month shall be

forwarded to respective carriers no later than the fifteenth of the month following the month of the deduction.

ARTICLE XXV

UNIFORMS

1. Scrub uniforms shall be provided by the Employer to Employees in the following units:

Operating Room
Ambulatory Surgery Center at LHH
Cardiac Catheterization Lab
EPS Lab
Labor and Delivery
Neonatal Nurse Practitioners
Interventional Radiology

2. All active Hospital employees in the titles Registered Nurse and Nurse Practitioners who are represented by the Union, will be required to wear uniforms while on duty.

3. The uniforms shall be subject to Article XX Section 3 of this Agreement.

4. (a) Employees will be required to purchase and wear uniforms, consistent with the styles and colors selected by the Hospital.

(b) The Uniform shall consist of scrub top, scrub bottom, and scrub jackets only. Scrub tops and scrub jackets must be purchased through the Hospital's approved vendor.

(c) Employees must wear closed toe footwear, in clean condition and in good repair. Neon colors or excessive ornamentation is not acceptable.

(d) Uniform accommodation requests will be reviewed by Human Resources, in consultation with the Employee's department.

5. (a) To offset expenses, Employees will receive an annual uniform allowance.

(b) The annual uniform allowance will be paid by December 31st of each year to eligible full-time Employees in the amount of three hundred and fifty dollars ($350.00), and to eligible part-time employees on a prorated basis. Per-diem employees shall receive $70. However, Employees hired between November 30th and December 31st will receive the annual allowance within four (4) pay periods of their date of hire.

(c) Payments shall be made by separate check, subject to all applicable deductions required by law and consistent with the health system's pay practices.

ARTICLE XXVI
NURSE/PATIENT RATIOS

1. The Hospital shall continue to implement the currently agreed upon nurse-to-patient ratios and effective November 1, 2018 the Hospital shall implement agreed upon nurse-to-patient ratios (staffing standards) as modified in this agreement. The Hospital shall provide qualified RNs on duty to give patients the nursing care that requires the judgment and specialized skills of a Registered Nurse. The Hospital shall also provide qualified support personnel on duty in order to meet the nursing care needs of patients and shall also supply the necessary tools, equipment and supplies necessary for RNs to provide proper nursing care for their patients.

2. The Hospital will provide to the Union, and the Hospital and the Union will review on a quarterly basis, actual staffing compared to required staffing (to meet nurse-to-patient ratios) based on the average daily census.

3. The nurse-to-patient ratios are not and cannot be sensitive to every change in patient acuity and activity, and there will be times intermittently or occasionally where there are variations in the ability to meet guidelines such as uncontrollable or unpredictable occurrences. These intermittent or occasional times will not be construed as evidence of the Hospital's failure to meet the staffing standards. Additionally, compliance with staffing standards will be considered achieved if, in the measured quarter, the average number of RN FTEs actually worked per pay period is equal to or greater than the sum of RNs required to meet nurse-to-patient ratios based upon average daily census. The Hospital continues to be committed to discussing in detail with the union unit level variances, and discussing possible causes of and solutions to individual unit variances, including reallocation of staff, and any issues remaining following such discussions shall be subject to the grievance procedure. On units where

the ratios at full census require one (1) additional nurse being assigned to care for two (2) or fewer patients over the ratios, the additional nurse may or may not be added based on patient acuity, except where the nurse's assignment is two (2) critically ill patients.

4. The Union is committed to assist the hospital in overcoming obstacles to meeting the nurse-to-patient ratios, and will actively participate in review of support systems that will affect ratios, including clinical information system implementation and defining non-nursing functions.

5. In the event the Employer intends to open a new unit not covered by existing ratios, the Employer will notify the Union in writing. Within ten (10) calendar days of the notification date, the parties will meet to negotiate the ratio or staffing standard for such new unit. In the event of a consistent drop or increase in census or patient acuity over a period of time, or change in technology, patient treatments or interventions, or a substantial change in a nursing unit's specialty or mix of patients, or other factors that would have a significant impact on patient needs, either party may request to renegotiate the staffing standards. New staffing standards shall be implemented through mutual agreement. If, after negotiation with the Union, the parties do not reach agreement, the dispute may be referred to mediation, and if no agreement is reached as a result of mediation, arbitration as per Section 6 of this Article. Ratios for such new units shall be based on the nature for the area of clinical practice to which the unit is connected.

6. If, at the quarterly review, the Union alleges that the staffing standards routinely are not being adhered to, the dispute may be brought before a qualified individual to mediate resolution of the issue. The mediator shall be a neutral individual with expertise in the subject matter. Settlement agreements reached in the mediation process will be

reduced to writing and signed by both parties, and will be implemented within thirty (30) days following the signing of the settlement agreement. If the dispute is not settled in mediation, either party can take it to arbitration pursuant to Article XXXIV (Arbitration) of this Agreement. The arbitrator's authority in such arbitration shall be limited to a review as to whether the Hospital has failed, without justification, to adhere to the staffing standards established hereunder. The sole remedy the arbitrator is empowered to award is a direction to the Hospital to enter into substantial compliance with the staffing standards established hereunder.

7 (a) The Unit Staffing Standards effective November 1, 2018 are as follows:

Medical Surgical In-Patients		
Unit	**Day Shift**	**Night Shift**
MEDICAL PATIENTS	1:6	1:6
Oncology Patients	1:6	1:6
PSYCHIATRIC Patients	1:8	1:8
SURGERY PATIENTS	1:6	1:6
Orthopedic Surgical Patients	1:6	1:6

Critical Care In-Patients		
Unit	**Day Shift**	**Night Shift**
MICU/SICU Patients	1:1-2	1:1-2
Medical/Surgical Intermediate Patients	1:4 + monitoring	1:4 + monitoring
Medical/Surgical Telemetry Patients	1:4 + monitoring	1:4 + monitoring
CCU Patients	1:2 + monitoring	1:2 + monitoring
INTERVENTIONAL CARDIOLOGY PATIENTS		
Telemetry Patients	1:4 + monitoring	1:4 + monitoring
CARDIOVASCULAR SURGERY PATIENTS		
CVS Patients: Recovery Phase I	1:1	1:1
CVS Patients: Critical Care	1:2	1:2
CVS Telemetry Patients	1:4 + monitoring	1:4 + monitoring
Cardiovascular Nurse Practitioner/Mid-level Practitioner	1 staffing standard	1 staffing standard

Maternal Child Health In-Patients		
Unit	**Day Shift**	**Night Shift**
PEDIATRIC PATIENTS		
Acute	1:2	1:2
General	1:4	1:4
Post-Partum Patients	1:6	1:6
Post-Partum Couplets	1:3	1:3
Patient Educator/Lactation Specialist	1 RN variable 10 hour shifts	
Well Babies	1:8	1:8
Transition*	2 RNs M-F; 1 RN Weekends	1 RN

* The second RN will be scheduled, and based on a pilot program, the parties will determine the optimal assignment for the second RN based on volume and other factors identified during the pilot. This will include start time and other details of the RN's assignment. The pilot program shall be for the six (6) month period after the second RN is recruited and oriented. At the conclusion of the pilot program, the parties will evaluate and consider the information obtained during the pilot program and determine whether the pilot should continue, be modified, or implemented as a permanent assignment of the second RN.

NEONATAL PATIENTS		
Cool Cap	2:1	2:1
Nitric Oxide Patients	1:1	1:1
Oscillator Patients	1:1	1:1
Critically Ill	1:2	1:2
Intermediate Care	1:3	1:3
Neonates: Special Care	1:4	1:4
LABOR AND DELIVERY		
OR and Recovery	2 RNs Mon – Friday 6:00 am – 10:30 pm	
Labor and Delivery	1:2 + triage	1:2 + triage
Antepartum Patients: Annex	1:4	1:4
Recovery: Labor and Delivery	1:4	1:4

Per Visit Patients		
Unit	**Day Shift**	**Night Shift**
Emergency Patients	Average of 12 RNs in 24hr period	
Post Anesthesia Patients: Phase I Patients	Crit Care: 1:2**	Crit Care: 1:2**
PACU On-Call	1 On-call from Sat 8am-4pm at regular on-call rate	
Renal Dialysis Patients	7 Staffing Standard**	
Ambulatory Surgery Patients/SDA Patients	8 Staffing Standard**	
SDA Patients	10 Staffing Standard**	
Medical SDA Patients	2 Staffing Standard**	
Outpatient Infusion Center/Blood Center	1:5	
INTERVENTIONAL CARDIOLOGY PATIENTS		
Cath Lab and EPS Procedural Patients	See Chart attached	
Cath Lab and EPS Recovering Patients	1:4***	
CT Angio	1 RNs	
Intra-operative Patients	1-2-3:1****	1-2-3:1****

ENDOSCOPY PATIENTS		
Procedures	See chart attached	
Recovery	1:4***	
RADIOLOGY		
Interventional Radiology		
Procedure	See chart attached	
Recovery	1:4***	
Cat Scan Procedure Room	1:1	
IV Prep Area	2 Staffing Standard**	
Nuclear Medicine	1 Staffing Standard**	
MEETH		
Recovery Room (General anesthesia and Phase 1)	1:2	
Pre Surgical Testing	2:3 Staffing Standard	
Ambulatory Surgery (Pre-op & Phase 2)	10 Staffing Standard*	
Ambulatory Surgery Pre-testing	2 Staffing Standard*	
Clinics (2 Ophthalmology; 1 Plastic, 1 ENT; 2 Retina)	6 Staffing Standard*	

* Unpredictable/unscheduled number of visits that vary by hour of the day and day of the week

** Total number varies by hour of the day and day of the week according to number of scheduled patient visits

*** Except for general anesthesia patients, for whom a 1:2 ratio is required.

**** PER ROOM: 1 Circulator + 1 Scrub. 2 Circulators for Open Heart, Straight Local/Local Cases, Laser Cases, Major Neuro. Cases, Major Neuro./Spine/ENT Cases

***** including Fellows (M.D.), PAs or techs

(b) The nurse/patient ratio for Case Managers shall be 1:15.

(c) The staffing standard for Neonatal Nurse Practitioners/PA shall be two (2) on days and one (1) on nights with the understanding that the attending MD on nights will assist the NP/PA upon request. The Hospital further agrees that the night NP/PA may call an additional NP/PA if she/he deems it necessary.

Article XXVI Nurse/Patient Ratios

(d)

	Sedation Monitoring	Assist	Documentation
Endo	General (Anesthesiologist)	GI Tech/RN	RN
	Sedation Analgesia (RN)	GI Tech/RN	
IR	General (Anesthesiologist)	PA/Rad Tech/RN	RN
	Sedation Analgesia (RN)	PA/Rad Tech/RN	

	Sedation Monitoring	Scrub	Circulator	Electronic Documentation (Control Room)
Cath Lab	General (Anesthesiologist)	Tech/RN	RN	RN
	Sedation Analgesia (RN)	Tech/RN	RN	RN
Hybrid		1 OR Tech/RN	2 Cath RN & 1 OR RN	1 Cath RN
EP	General (Anesthesiologist)	RT/RN	RN	
	Sedation Analgesia (RN)	PA/RT/RN	RN	
	Sedation Analgesia – Ablations (RN)	RN/PA	RN	

(e) (i) The total number of RN and NP/PA FTEs approved in the 2018 budget was 989.4

In June and September 2018, the Employer posted for a total of 20 newly budgeted RN FTE positions. The FTEs for these postings were allocated among the following units:

- Critical Care (7 East, 8 East, 9 East) (+16.0 FTEs), and
- Surgery (8 Wollman) (+4.0 FTEs)

The total number of RN and NP/PA FTEs as of October 21, 2018, was 1009.4.

By January 2, 2019, the Employer will begin posting additional positions, over and above the current budgeted positions, and over and above the positions identified in the preceding paragraph, as follows:

- 17.7 newly budgeted RN FTE positions in Critical Care (5 FTE, 8 East†; 9.7 FTE, Employer evaluating most appropriate placement including Float Pool; 2 FTE 9 East/Lachman; 1 FTE 7 East);
- 2 newly budgeted RN FTE positions in Telemetry (9 Wollman);
- 1 newly budgeted RN FTE position in IR;
- 4.4 newly budgeted RN FTE positions in Med-Surg (likely in the Float Pool for mid-shift coverage);
- 11 newly budgeted RN FTE positions in MCH (7.1 FTE, Transition; Remaining FTEs will likely be in L&D); and
- 2 newly budgeted RN FTE positions in PACU.

If the foregoing positions are unfilled by 5/1/19, the Employer shall meet with the Union in the context of the monthly Labor-Management Meeting to discuss all open positions and any challenges in the recruitment process and discuss remedies to fix challenges. The Hospital agrees that in December of 2018 and 2019, it shall provide the Union with a listing of the number of budgeted positions (FTEs) in each Hospital unit. In 2018, the

information shall be for the 2019 budget year and in 2019, the information shall be for the 2020 budget year. The Union agrees that the information provided pursuant to this provision shall be treated in a confidential manner and shall not be disclosed except on a need to know basis.

The Employer shall provide to the Union, no later than the 15th of each month, reports of all census data and staffing levels on each unit including all vacancies and leaves of absence for each unit and each shift. In order to maintain the Employer's commitment to fully staffing each unit, the Employer shall procure additional personnel in the form of travelers and pre-scheduled per diems to cover for all vacancies anticipated to be in duration of longer than 2 weeks.

The Hospital will hire and maintain the newly budgeted positions identified above. The Hospital will not reduce the number of budgeted positions unless there is a significant decrease in volume in a unit for a period of three months or more. The reduction in staffing shall be no more than proportional to the projected long-term reduction in census for that unit. The Hospital shall notify the Union prior to taking said action and discuss the circumstances which the Hospital believes warrants such a decrease. The discussion concerning any Hospital proposed reduction based on volume shall occur within 2 weeks of the Hospital's notice to the Union. If, after such meeting, the Union believes that the Hospital's reasons for taking action are not based on a legitimate reduction in volume, the Hospital's decision shall be immediately arbitrable.

(ii) There shall be a Committee on Nursing Practice where Staff Nurses shall meet with Nursing Leadership to review and recommend standards of nursing practice and evaluate patient care outcomes at Lenox Hill Hospital. This Committee may meet for

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† On 8 East, additional FTE will allow for a mid-shift RN from 12 pm – 12 am, five days/week (Mon – Fri), to assist with care as needed; The Hospital will not float this RN unless there are compelling reasons to do so.

approximately one (1) hour per month and at the request of either party shall convene a meeting a minimum of 10 times per year.

The Union Committee shall be comprised of seven (7) RNs selected by NYPNU from different units/areas of the Hospital who shall be released with pay to attend meetings. The Hospital Committee shall be comprised of the Hospital's Chief Nursing Officer or his/her designee and six (6) Nurse Managers or their designees.

(iii). The Union does not waive its rights to grieve any provision of the Collective Bargaining Agreement, including, but not limited to, Article XXVI.

(iv) If unit(s) repeatedly report what they believe are assignments that prohibit their ability to meet standards of nursing care, the dispute shall be referred to expedited mediation, to be heard by a mediator no later than two (2) months after the complaint is made.

(v) Purpose: The purpose of the Committee shall be to make recommendations with respect to status of nursing practice specific to the Hospital and methods to foster best patient care outcomes. PPC recommendations will be reviewed at huddles, other unit meeting opportunities, and posted for all unit(s) affected by said recommendation(s).

(vi) Functions:

(1) Review and make recommendations regarding standards of nursing practice specific to the Hospital.

(2) Analyze the factors which facilitate or impede nursing's ability to achieve quality outcomes.

ARTICLE XXVII

RECRUITMENT AND RETENTION

1. The Hospital agrees to conduct regularly scheduled staff meetings on each unit.

2. The Hospital shall provide an employee lounge and/or conference room on each unit and shall also provide space where personal belongings can be safely stored.

3. Floating

(a) The Employer shall continue to recruit for its float pool. When hiring float per diem, float, and weekend float nurses, the Employer intends to continue its practice of hiring for each Clinical Division.

(b) A regular staff RN or unit-based per diem shall not be floated to another unit in preference to an agency, traveler, float per diem, or overtime nurse qualified to do the work on the other unit. When floating an RN to another unit, agency nurses shall be selected first, followed by travelers, followed by float per diems, followed by overtime nurses, in that order, provided that in all cases, the RN selected must be qualified to do the work.

(c) An RN will not be required to float for the duration of her/his orientation or initial 3 month probation unless, after collaboration with the Nursing Resource Office, or the Director of Nursing, or a Clinical ADN, or a Nurse Manager regarding her/his previous experience or competency, the RN agrees to float provided, however, that an RN who transfers internally from one clinical division to another may be required to float back to her/his original unit one time only during her/his orientation based on the needs of the patients. When this exceptional situation occurs, every effort will be made to elicit volunteers prior to the use of floating.

(d) The Nurse Manager or Assistant Nurse Manager, if available, the Charge Nurse, if available, or designee is responsible for introducing the float nurse to the staff on duty, and acquainting her/him with the unit, layout, supplies and equipment, routines and standards. The Nurse Manager or Assistant Nurse Manager, if available, the Charge Nurse, if available or designee acts as a resource to the float nurse throughout the shift, ensures that the float nurse receives the appropriate assignment, and that the float nurse has the information and resources available to carry out her/his assignment.

(e) RNs required to float outside their "specialty unit" will not be required to assume full responsibility for a designated group of patients unless in that RN's professional judgment and the employer's judgment she/he is qualified to do so. Specialty units are those individual units incorporated in the Critical Care/Cardio-vascular and Maternal Child Health Divisions, and the Infusion Center.

(f) An RN whose turn it is shall not be required to float to a unit(s) outside her/his Clinical Division unless, (1) after collaboration with a Director or Clinical ADN regarding her/his previous experience or competency, the RN agrees to float outside her/his Clinical Division, or (2) the RN has previously signed up for voluntary overtime on the unit to which he/she is floating.

(g) An RN who agrees to float to a unit(s) outside her/his Clinical Division will not be required to assume full responsibility for a designated group of patients, unless the RN has previously signed up for voluntary overtime on the unit to which she/he is floating. The responsibilities of this nurse may include: vital signs; ADL; assisting with special procedures such as dressing changes, central line placement; assisting with the pre-op preparation of patients and the acceptance of post-op patients; transferring unstable patients to critical care units or to procedures; admitting or discharging patients; documentation; and assisting in emergencies.

(h) Floating shall be done on an equitable and rotational basis. There may be times when specific experience and/or competency is required and a nurse may be asked but shall not be required to float "out of turn".

(i) An RN who floats for four hours or less shall not be required to assume full responsibility for a designated group of patients.

Clinical Divisions are defined (subject to RN qualifications and competencies) as follows:

i. Med/Surg Division/Psychiatry, Transfusion

ii. Critical Care: MICU, SICU, CCU, CV Surgery/RR, Emergency Room, Cath Lab Procedure

iii. Step Down/Telemetry: PCU, Step Down Units, EPS, Emergency Room; Cath Lab Recovery

iv. Perioperative: PACU, ASC, SDA, Cardiac Cath RR, Endoscopy, Radiology

v. Maternal Child Health/OR: Pediatrics, Ante Partum/Post-Partum/Well Baby Nursery; L&D; NICU; Operating Room

(j) Effective November 1, 2012, the following units may float as listed:

i. Surgical SDA RNS can float to PACU, Ambulatory Surgery, Endoscopy, and Radiology

ii. PACU (nights) may also float to SICU, ER, Surgical Step-down

iii. Med/Surg can also float to ER Holding

iv. MICU can float to Medical step down

v. SICU can float to Surgical step down

vi. CV Surgery/Recovery Room can only float to Critical Care, not step down

vii. CCU can float to 5 Lachman

(k) MEETH RNs shall be permitted to float per Section 3(f) of this article between units as follows:

i. Operating Room RNs may float to the Recovery Room (provided they are ACLS/PALS certified or have prior experience in the RR);

ii. Recovery Room RNs may float to Ambulatory Surgery, and the Clinics;

iii. Ambulatory Surgery RNs may float to the Recovery Room, and the Clinics;

iv. Clinic/Retinal Clinic RNs may float to the Clinics

(l) An RN may be assigned outside her/his clinical division to a different clinical division where the patient is placed in the alternate clinical division because of patient placement issues such as, for example, problems with the availability of appropriate beds based on the patient's acuity/level of care provided that the floated RN is assigned only to patients who have been placed in the alternate unit.

4. (a) Available housing will be provided to all full-time registered Nurses who request it, on a first come-first serve basis, pursuant to Hospital policy.

(b) Nurses will be eligible to apply for transfer to another LHH apartment of equal or greater size if they so desire after completing three years in their present apartment.

(c) Full-time Employees who have fulfilled a minimum of three years current and consecutive employment at LHH will be eligible to apply for or transfer to available one bedroom apartments.

5. The employer acknowledges its obligation to provide a hazard-free workplace as required by law. The Employer invites a staff nurse to join the membership of the Hospital Safety Committee.

6. The Employer shall continue to cooperate in the provision of discount parking.

7. Effective September 1, 1992, the Hospital intends to implement a program giving dietary aides responsibility for distribution and pick up of patient trays.

8. The Employer and the Union 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 part of their regular scope of responsibilities. The Employer will continue to investigate and implement systems that support the delivery of patient care by registered nurses that will minimize non-nursing functions, for example, the clinical information system, the automated supply and medication distribution system, the pneumatic tube system for pharmacy and laboratory, the standardization of nursing stations and charts, and the upgrading and training of support personnel. The registered nurses have been, and will continue to be, involved in the evaluation and selection process of such systems.

The Employer agrees that except in cases of emergency, where failure to do so jeopardizes and interferes with patient care, registered nurses shall not transport bodies to the morgue; transport patients for routine tests; perform regular housekeeping functions, except for ensuring that the immediate patient environment supports infection control principles and the safety and comfort of the patient; perform routine ordering of weekly supplies; or the routine performance of the functions of other essential support personnel.

Any instances of a claimed violation of the critical care transport policy will be escalated to Human Resources, the CNO and the CMO for immediate action.

9. (a) The Case Management Ratio shall be 1:15.

(b) Discharge planning shall include, and not be limited to, conducting initial assessments, completing/sending electronically in ECIN timely completion of Clinical Reviews, and PRI to post-acute providers. Case Managers shall complete post-acute community referrals for homecare services.

The Case Manager will coordinate with other members of the DC planning team to decrease LOS and ensure quality of care and a safe discharge plan. The Case Manager shall collaborate with the interdisciplinary team to facilitate that all of the discharge needs of the patient are met.

(c) The Case Manager shall not be expected, on a regular basis, to perform Social Work functions including, but not limited to, arranging outpatient hemodialysis, Acute Rehab, ETOH and drug-shelter placements and Psychosocial/Crisis counseling for victims of abuse, or completion of a screen for placement, transportation and durable medical equipment, with the exception of enteral feeds, wound care, specialty beds or oxygen, or to perform other non-bargaining unit work. The Case Managers shall not be responsible for audits, appeals, and retrospective reviews.

(d) There will be two new Case Management assignments rotated amongst all Case Managers qualified to perform the duties; the complex case Case Managers, and a Case Manager who will be responsible for all non-Northwell Health homecare referrals.

(e) The Patient Care Management team will participate in a six sigma LEAN project to assess overall efficiency and workflow, to be completed by the end of Q2 2016.

(f) The Employer and the Union recognize that the changing needs of patients and the organization may necessitate a change in a Case Manager's assignment. Transfers from one permanent Case Manager job to another permanent Case Manager job shall be in accordance with Article IX, Section 9(a).

ARTICLE XXVIII

CHARGE RESPONSIBILITIES

On all units where there is an Assistant Nurse Manager, that Assistant Nurse Manager shall assume charge responsibilities outlined in the "Charge RN Guidelines", dated December 19, 2016, and will spend the majority of the shift on her/his unit. At no time will an Assistant Nurse Manager cover two units as Charge RN. In the absence of an Assistant Nurse Manager, the Employer will provide a Charge Nurse, who does not have a patient assignment, on the following units: ICU, CCU, Open Heart Recovery Unit, Emergency Department, Cardiac Cath Lab, Labor & Delivery, NICU, OR, and Interventional Radiology.

On telemetry units, the Employer will provide a Charge Nurse who may have a patient assignment of no more than two patients. On all other units, with the exception of: 4 Wollman, 5 Wollman, 8 Uris, Pediatrics, Same-Day, Non-invasive Cardiology, OPIC, and Case Management, the Employer will provide a Charge Nurse who may have a patient assignment of no more than three patients. It is the understanding of the parties that the Hospital does not intend to assign the Charge Nurse the maximum number of patients as described above on a regular basis. In cases where a Charge Nurse receives a patient assignment, the Charge Nurse shall be paid a differential of $3.25 per hour.

In all cases in which a Charge Nurse is required, charge responsibilities shall be rotated among regularly scheduled staff RN's who are qualified to perform the work.

ARTICLE XXIX

MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, subject to the provisions of paragraph 3 of this Article, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force; to subcontract; and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, 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 Union toward these objectives.

3. Subcontracting. In carrying out subcontracting pursuant to the provisions of paragraph 1 herein, the Employer shall take into account and, if the Union files a grievance over the subcontracting and refers it to arbitration pursuant to the provisions of Article XXXIV, the arbitrator shall consider (a) the ability or inability of the Employer to do the work being subcontracted (because of a man power shortage or any other legitimate reason); and (b) the health, safety and welfare of the Employer's patients who might be affected by the alleged inability of the Employer to do the work being subcontracted (this factor shall be deemed and considered as the prime objective).

ARTICLE XXX

RESIGNATION

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

2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for up to one year's unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE XXXI

DISCHARGE AND PENALTIES

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause. Discipline will be issued within a reasonable time of the date the Hospital learns or reasonably should have learned of the facts forming the basis for the discipline. Verbal counselings will be removed from an employee's departmental file after two (2) years if there is no repetition of the infraction for which the verbal counseling was issued.

2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no 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 hereinafter set forth.

If the Union notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge, the time until notice is given shall be deemed waived insofar as back pay is concerned.

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

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

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

ARTICLE XXXII

NO STRIKE OR LOCKOUT

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

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

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

ARTICLE XXXIII

GRIEVANCE PROCEDURE

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

Within a reasonable time (except as provided in Article XXXI), an Employee having a grievance and/or his/her Union delegate or other representative shall reduce the grievance to writing signed by the grievant and/or his/her Union representative on the appropriate grievance form (Exhibit B), and present the grievance to the Director of Employee and Labor Relations or Administrator of the Employer, or his/her designee (or, in regard to grievances involving a clinical practice issue, to the Chief Nurse Executive or her/his designee). A date for a hearing shall be scheduled, and if possible heard, within ten (10) calendar days of the forwarding of available dates from the Union to both of the above designated hospital representatives and she/he or her/his designee shall render a decision in writing within five (5) working days after the presentation of the grievance. Grievant must be represented by the Union's designated representative.

Failure on the part of the Employer to schedule a hearing or to answer a grievance shall not be deemed acquiescence thereto, and the Union may proceed to arbitration.

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

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

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

4. Mediation. Upon request of either party, a grievance not resolved may be submitted to mediation after completion of the grievance procedure. The parties shall utilize the Federal Mediation and Conciliation Service (FMCS) for such purpose. The mediator will attempt to assist the parties to resolve the grievance on mutually agreeable terms. No recommendation by the mediator shall be in writing, and no positions, testimony, or statement by any party, their representatives, the mediator or witness shall be used in any future arbitration proceedings. The request for mediation shall not interfere with or delay the time limits set forth in Article XXXIII, or any scheduled arbitration, unless the parties so agree.

ARTICLE XXXIV
ARBITRATION

1. A grievance, as defined in Article XXXIII (including a discharge, suspension or the imposition of other discipline pursuant to Article XXXI), which has not been resolved thereunder may, within forty-two (42) calendar days after the hearing of the grievance procedure or thirty-five (35) calendar days after the grievance answer is received, be referred for arbitration to an arbitrator on the following panel of arbitrators:

Howard Edelman

Marlene Gold

John Sands

Bonnie Weinstock

Disputes arising out of or relating to Article XXVI relating to staffing standards and nurse-to-patient ratios, shall be subject to arbitration only to the extent provided therein.

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

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

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

ARTICLE XXXV

EFFECT OF LEGISLATION - SEPARABILITY

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

ARTICLE XXXVI

EFFECTIVE DATES AND DURATIONS

1. This Agreement shall be in full force and effect for three (3) years commencing November 1, 2018 and ending October 31, 2021.

2. The Employer and the Union agree to jointly enter into negotiations relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 31st day of October, 2018.

NEW YORK PROFESSIONAL NURSES UNION

BY: _____
KATHLEEN FLYNN, R.N.
President

_____
ROY MILBOUER, R.N.,
Vice President

_____
KRISTINA BAILEY
Associate Executive Director

LENOX HILL HOSPITAL

BY: _____
Jill Kalman, M.D.,
Executive Director, Lenox Hill Hospital

_____
IRENE MACYK, R.N.,
Chief Nursing Officer

_____
EMILY WEISENBACH
Deputy Regional Human Resources Officer

EXHIBIT A

NEW YORK PROFESSIONAL NURSES UNION

APPLICATION FOR MEMBERSHIP

NAME_____Soc.Sec.No._____

ADDRESS_____Apt. No.____

CITY_____STATE_____ZIP_____

Employed at_____Unit & Shift_____

Salary_____Hours per week_____Date Hired_____
I hereby accept membership in the NEW YORK PROFESSIONAL NURSES UNION ("NYPNU") and designate NYPNU to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and By-Laws of NYPNU.

Signed_____**Date**_____

CHECK OFF AUTHORIZATION

To: Lenox Hill Hospital Date_____

You are hereby authorized and directed to deduct each month my monthly membership dues and fees from my wages or salary as required by the NEW YORK PROFESSIONAL NURSES UNION ("NYPNU") and to remit such deductions so made to NYPNU, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and shall, however renew itself from year to year unless the employee gives written notice to NYPNU at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Signed_____**Date**_____

EXHIBIT B

Lenox Hill Hospital
REGISTERED NURSE GRIEVANCE FORM

Employee's Name	Department	
Delegate's Name	Position	Unit
Department	Date Employed	Date Submitted

In accordance with the terms of the Hospital's collective bargaining agreement, I have discussed this matter with my supervisor and the issue has not been satisfactorily disposed of in Step I of the established grievance procedure. The grievance is now submitted in writing.

Complete Details of Grievance:
(Including section of agreement violated, date of occurrence, and date of conference with your supervisor)

Remedy Requested:

Employee	Delegate

Disposition – Step III

Decision rendered within 5 working days after presentation of the grievance

Human Resources Representative	Date communicated: Accepted ☐ Appealed ☐	Delegate

North Shore LIJ Lenox Hill Hospital

October 31, 2012

Maureen McCarthy, RN
President, NYPNU
1104 Lexington Avenue, Apt. 2D
New York, New York 10021

Dear Maureen:

Without prejudice to the positions of the parties with respect to Article XI, Sections 8 and 9, the Employer agrees that it shall not implement Article XI, Section 9 and unilaterally convert 11.5 hour alternate schedule units to traditional 7.5 hour units, or other alternate schedule for the term of the extended CBA.

If the Employer would like to convert a current 11.5 hour alternate schedule unit to a traditional 7.5 hour unit or other alternate schedule during the term of the extended CBA, the Employer and NYPNU will meet to discuss the reasons for conversion and seek mutual agreement for conversion. If mutual agreement can be reached, the Employer will proceed with the conversion. If mutual agreement cannot be reached, the parties agree to submit the issue to mediation. The Employer will not proceed with the conversion if not resolved at mediation.

Sincerely,

Vicki Kahaner
Assistant Vice President, Human Resources
Lenox Hill Hospital

North Shore LIJ Lenox Hill Hospital

October 31, 2012

Maureen McCarthy, RN
President, NYPNU
1104 Lexington Avenue, Apt. 2D
New York, New York 10021

Dear Maureen:

As we discussed during our recently concluded negotiations, the Hospital and Union recognize the importance of providing appropriate education to the Hospital's RNs and assessing the competency of RNs to provide care in the units in which they work.

An employee who fails a written exam relating to his/her competency, shall after review of the failed exam, be given in-person education, if the employee requests prior to retaking that exam.

Sincerely,

Vicki Kahaner
Assistant Vice President, Human Resources
Lenox Hill Hospital

APPENDIX C

LETTER OF UNDERSTANDING

LENOX HILL HOSPITAL AND NEW YORK PROFESSIONAL NURSES UNION

This will confirm the agreement of the Hospital and the Union that during the term of the new collective bargaining agreement the Hospital may propose establishing a Return to Work Program covering bargaining unit registered nurses. If the Hospital makes such a proposal, the parties shall meet, bargain in good faith and attempt to reach agreement. No Return to Work Program shall be implemented without agreement of the Hospital and the Union. Additionally, no dispute arising out of such negotiations shall be subject to the grievance procedure or arbitration and there shall be no strike, lockout or other conduct prohibited by Article XXX of the agreement in connection with any dispute arising out of the negotiations.

For the Hospital

For the Union

APPENDIX D

1. The fund will exist as a whole (rather than being divided up by Division or Unit.) The fund will be divided so that equal amounts are available per quarter (approximately $30,000 per quarter). This would assure that money would be available for conferences later in the year. Unused funds may be carried over into the next quarter but cannot be borrowed from future quarters (to prevent depletion too early in the year). Example: An employee applying for a conference to be held in the third quarter could apply in the first quarter but the funds would be taken from the third quarter amount.

2. To be eligible for PDD funds, an employee must be employed for at least one year. Exceptions may be considered on an individual basis.

3. Applications for conferences should be made prior to the completion of the schedule pertinent to the requested time. The application will contain course content and contact hours earned. In order to be eligible for reimbursement, a conference must offer a minimum of five (5) contact hours per conference day. One of the objectives noted in the above, (i.e. to provide job related professional growth, renewal or validation; job related education; job related research; or job-related continuing education conferences or workshops) should be delineated. Costs should be specified.

4. It should be noted that nurses may apply for and be granted PDDs whether or not a particular schedule contains other non-productive shifts. PDDs will be granted on the actual day of the conference/workshop. Days requested before and/or after approved PDDs will be considered in accordance with the VHF factor.

5. Applications will be considered by the Nurse Manager of each unit. The Nurse Manager will evaluate the appropriateness of the application and will review the scheduling limitations. Every effort will be made to accommodate requests for PDDs. The Nurse Manager will submit the approved application to the Vice President of Nursing or designee.

6. Recognizing that some conferences encompass several days, PDD funds will cover the contact hours received by the RN, with a one (1) hour lunch each day, for his/her attendance. The RN will only be paid up to the hours she/he works in a week. For example, 34.5 hours for full-time 11.5 hr RNs and prorated for part-time employees, or 37.5 hours for 7.5 & 9.5 hr RNs and prorated for part-time employees.

7. Nurses may use VHF time to complement the PDD hours and to achieve the week's hours for full pay (34.5 or part-time as pertinent).

8. Requests will be granted beginning January 1st of each year. Once a nurse has utilized the fund once, she/he may apply again within the year with the understanding that preference will be given to those nurses who have not yet utilized the fund that year.

9. The nurse or nurses attending a conference must submit proof of attendance in order to be eligible for funds. Further, the nurse or nurses must present the information from the conference to their unit, either in the form of notes, curriculum, an in-service, or presentation. Should a nurse scheduled for PDDs not attend the conference, but be coded as using a conference day, that day shall be converted to the nurse's benefit time.

10. Exceptions to the above guidelines will be considered on a case-to-case basis. An example would be the nurse who wishes to attend a one-day conference that presents after the unit's schedule is submitted and that nurse would attend the conference on a day off but be reimbursed for costs.

11. Funds shall be applied only to conference expenses, i.e. curriculum and materials, not to travel expenses, hotel costs, or meals.

LenoxHill Hospital
100 East 77th Street
New York, New York 10075

October 8, 2009

Ms. Maureen McCarthy, RN
President, New York Professional Nurses Union
1104 Lexington Avenue
New York, NY 10075

Re: Time Accrual on Paychecks

Dear Maureen:

As we have discussed, the Hospital has implemented a system to provide time accruals on certain employee's paychecks beginning in October 2009. This letter will confirm our discussion that the Hospital intends to provide accumulated vacation, holiday, and free days on each RN's paycheck during the life of the successor agreement to the one expiring on October 31, 2009. It is anticipated that this will be accomplished in or about July 2010.

In the interim, beginning with the first quarter of 2010, the Hospital shall provide to each RN quarterly reports containing accumulated sick, vacation, holiday, and free hours, currently referred to as the Employee Time Accrual Report. The first report in 2010 shall contain the accruals as of 12/31/09, and shall be provided in January 2010.

Sincerely,

Glenn Courounis
Vice President, Human Resources
Lenox Hill Hospital

10-15-09

APPENDIX F

October 21, 2015

Maureen McCarthy, RN, JD, CCRN
President
New York Professional Nurses Union
241 East 75th Street
New York, NY 10021

RE: KRONOS Work Group

Dear Maureen:

This letter memorializes the parties' agreement, reached during our recently concluded negotiations, to continue our dialogue regarding the Hospital's offer to implement a Kronos-based self-scheduling model to employees represented by the New York Professional Nurses Union ("NYPNU").

As we discussed, NYPNU and the Hospital have agreed to establish a Kronos Work Group the goal of which is to allow the parties to assess the impact and functionality of Kronos' self-scheduling tools including its mobile app. The Hospital's representatives on the Kronos Work Group shall be Kirstie Toussaint and Jackie Megiel-Grassi and such other persons as they deem appropriate and to address questions raised by NYPNU's representatives. NYPNU shall be represented by such persons as the Union may designate.

The parties agree that the Work Group shall meet on a schedule that is mutually agreeable to the participants and that RNs will be released for this purpose. The parties' agree to a trial staggered roll out (by unit) of Kronos self-scheduling for the first feasible schedule after December 31, 2015. Unless and until the parties agree that the trial roll out is successful and errors have been corrected, Kronos self-scheduling will not be permanently rolled out. The parties shall meet in March 2016 to determine whether the roll out should be extended to other units.

Sincerely,

Vicki Kahaner
Vice President, Labor and Employee Relations
Lenox Hill Hospital

AGREED

Maureen McCarthy, RN, JD, CCRN
President
New York Professional Nurses Union

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APPENDIX H

MEMORANDUM OF AGREEMENT

WHEREAS, Lenox Hill Hospital, located at 100 East 77th St, New York, New York, 10075 (the "Employer" or the "Hospital") and New York Professional Nurses Union, with offices at 241 East 75th St, New York, New York 10021 (the "Union" or "NYPNU") are parties to a collective bargaining agreement, the most recent of which commenced November 1, 2015 and ends October 31, 2018 (the "CBA"): and

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for NYPNU represented employees ("Employees") covered by the CBA and this Agreement, and

WHEREAS, the Employer and the Union have bargained in good faith concerning the establishment and implementation of a time-recording process for Employees in the form of the KRONOS time-keeping system ("KRONOS"), and that the terms of this Agreement comply with and supercede the parties' October 23, 2009 side letter.

NOW, THEREFORE, In consideration of the mutual promises and covenants set forth herein, it is hereby mutually agreed by and between the Employer and the Union, as follows:

1. The parties agree that from the effective date of this Agreement forward, the Employer may implement and utilize KRONOS as the time-recording process for all Employees in all Hospital buildings and departments.

2. The parties agree that KRONOS will be used for Employees to record their shift arrival time. Departure time shall be recorded only in situations involving overtime as referenced in Article XIII.

3. With regard to the fingerscan used to identify Employees when badging in and/or out of KRONOS, the Employer agrees and acknowledges that it will use such data only for purposes of KRONOS, and not to identify Employees relating to any other governmental or other databases, and/or to perform any sort of background check or criminal scan.

4. Should the Hospital replace, alter or add to the functions of the current system so that alteration or addition would require a change to a term or condition of the CBA, the Hospital will provide NYPNU with reasonable notice of its intent to do so, and an opportunity to negotiate.

5. At least every six (6) months until the parties agree otherwise, a review and update on implementation and function of Kronos will be discussed at the Union and Hospital's regularly scheduled Labor/Management meetings.

6. The "parallel" time period utilized to assess the accuracy of the KRONOS system in any department before full implementation is two (2) weeks. In the event that issues arise in implementation of KRONOS in any Hospital department so that additional "parallel" comparison(s) are needed, the parties agree that, upon request of the Union, an additional "parallel" period may be added, so that the total "parallel" time period will be four (4) weeks (2 pay-periods). During any such parallel period, employees covered by this Agreement will also utilize the current time-keeping system, and will be given the opportunity to raise questions and/or concerns.

7. This Agreement will be effective upon full execution by both parties.

For the Union:

Maureen McCarthy, JD, RN, CCRN
President

For the Employer

Vicki Kahaner, Vice President, Labor & Employee Relations, Northwell Health Human Resources

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APPENDIX J

October 21, 2015

Maureen McCarthy RN, JD, CCRN
President
New York Professional Nurses Union
241 East 75th Street
New York, NY 10021

Dear Maureen:

As discussed in our recently concluded negotiations, the evolving acuity of patients and corresponding patient care requires further discussion between the parties.

The newly established Professional Practice Committee provides an appropriate forum for these matters to be reviewed by the parties. The Hospital and the Union have agreed that at its first sessions, the Professional Practice Committee will review workflows: so that RNs in the Operating Room are able to remain at the bedside; so that cardiovascular patients in the immediate post-operative period (phase 1) will be cared for with a 1:1 assignment and thereafter with the goal of an appropriate assessment driven assignment; so that Well-Baby nursery care assignments are appropriate considering the AWHONN guidelines; so that NNP staff and responsibilities address the fluctuating census and will include the involvement of other clinical staff as needed. The parties will determine thereafter whether these issues will remain a part of the Committee's agenda. It is further agreed that the Committee will keep records and track the frequency of double floating in the Hospital with the goal of minimizing double floating.

Sincerely,

Vicki Kahaner
Vice President, Labor & Employee Relations
Northwell Health Human Resources

AGREED

Maureen McCarthy, RN, JD, CCRN
President
New York Professional Nurses Union

APPENDIX K

As the parties enter into this Agreement, they face significant uncertainty regarding the impact of the Employer's obligation relating to the excise tax imposed by the Patient Protection and Affordable Care Act ("ACA") with respect to the health benefits provided by the Hospital to the employees represented by the Union.

THEREFORE, the parties agree that during the period of this Collective Bargaining Agreement, the parties are willing to meet periodically – upon the Hospital's request and at reasonable times mutually agreeable to the parties – so that the Hospital may inform and update the Union as to the status of the ACA with respect to the benefits provided and the impact the provision of said benefits may have upon the Hospital, including but not limited to, any possible excise tax, fine or penalty pursuant to the ACA and/or its implementing regulations.

The Parties further agree to discuss and explore the impact of any possible excise tax, fine or penalty pursuant to the ACA and/or its implementing regulations and may, if appropriate, agree upon actions to be taken as a result.

For the Union:

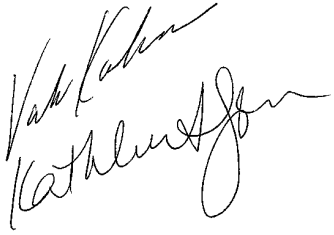
Maureen McCarthy, RN, JD, CCRN
President
New York Professional Nurses Union

For the Employer:

Vicki Kahaner, Vice President, Labor & Employee Relations, Northwell Health Human Resources

APPENDIX L

The parties have had extensive conversations over wages for Nurse Practitioners. In an effort to ensure a fully informed dialog about this issue, the parties have agreed that the Union may, by January 31, 2019, submit market data to the Hospital regarding the compensation of NYSNA-represented NPs at other hospitals in Manhattan. Within thirty days of receipt of this market data, there will be a meeting to discuss said data. Within two weeks of this meeting, the Hospital will determine if it will propose to the Union any adjustment to the NP differential in Article X(2)(b).



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