

HUNTINGTON HOSPITAL NURSES' ASSOCIATION

Registered Nurse Contract

October 1, 2021 – September 30, 2024

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PREAMBLE

Agreement between Huntington Hospital, 270 Park Avenue, Huntington, New York (herein called "Employer") and The Huntington Hospital Nurses Association (herein called "Association").

Employer and Association recognize their common interests beyond their collective bargaining relationship. They pledge to strive together to ensure the highest quality of service by Employer and the highest standards of nursing care. It is with these goals in mind that they have entered into this collective agreement, which, in addition to establishing basic terms and conditions of employment is intended to provide a model and framework for constructive resolution of any disputes that may arise between them, as well as the means for formulating continuing programs directed at improvements of mutual concern.

1. AGREEMENT SCOPE.

This agreement covers each full-time, part time and per diem employee licensed or otherwise lawfully entitled to practice as a registered professional nurse employed by Huntington Hospital to perform the following registered professional nursing services: staff nurse, case management nurse, charge nurse, and nurse clinician (OR, Stress Testing, Cardiac Catheterization and EPS); excluding the Vice President for Nursing/CNO all registered nurses in all services/departments holding the titles of Deputy CNO, Senior Administrative Director, Administrative Director, Director of Patient Care (including, without limitation, Nursing Education, Nursing Quality, Professional Development), Assistant Director of Nursing, Clinical Professional Development Educator, Associate Clinical Professional Development Educator, Staff Enterostomal Therapist, Lactation Registered Nurse Specialist, Director of Infection Prevention, Infection Prevention Specialist, Senior Infection Prevention Specialist, Manager of Employee Health Services, Director Patient Logistics, clinical nurse specialist, Nurse Scientist, Manager Patient Care, Assistant Manager Patient Care, temporary registered nurses, all other employees, guards and supervisors as defined in the Act. Each person employed by Employer as a registered professional nurse must be licensed or otherwise lawfully entitled to practice as a registered professional nurse in New York under New York law.

2. ASSOCIATION STATUS.

A. Recognition.

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

B. Association Membership.

It shall be a condition of employment that every employee who is a member of the Association in good standing as of the execution date of this agreement shall remain a member in good standing and those who are not members on the execution date of this agreement shall, no later than thirty (30) days following the effective date, become and remain members in good standing of the Association. Every employee who becomes such after the effective date of this agreement will become a member of the Association within thirty (30) days after the date of employment and will thereafter remain a member in good standing. An employee shall be considered a member of the Association in good standing if the employee tenders his periodic dues uniformly required as a condition of membership.

Employer and Union agree that any individual holding a position at Huntington Hospital covered by the Association shall not simultaneously hold both a covered and non-covered position with the employer.

The Hospital will provide HHNA with the following information about its members on a quarterly basis: name, address, phone number, work email, date of hire, shift, unit, days/nights, status (part time, full time, per diem) date separated from service and date of rehire.

In addition, the Hospital will provide two lists on or before February 1st each year: 1) RNs in seniority order; and 2) RNs in alphabetical order.

Employer shall notify the Association monthly, in writing of each employee hired, terminated, on leave of absence or who has changed status (full time or part time to per diem, etc.). The Association shall notify the employer in writing of any employee who has failed to maintain Association's membership in good standing (pay dues) and shall demand that the employer terminate employment of said employee within (20) days of said notification provided that the employee has not remitted the dues within the twenty (20) day period.

The Association shall indemnify and hold the employer harmless for any liability or damages arising out of complying with the terms of this provision.

C. Deduction of Association Dues and Initiation Fees.

Employer will deduct from the wages due employees who are or have become members of Association the initiation fees and the regular dues fixed by Association provided that Association furnishes Employer a written assignment and authorization duly executed by each such employee permitting the same in due legal form satisfactory to association and Employer, a copy of which is annexed as Exhibit "A". Employer will deduct dues from each member's last paycheck each month and remit such dues, not later than the following Tuesday, to Association. Employer shall be relieved of making such check off deduction upon: termination of employment; transfer to title outside of bargaining unit; layoff; leave of absence or revocation of check off authorization. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoffs or leave of absence. In addition, in accordance with the bylaws of the Association, an initiation fee paid by any member is valid for a two year period.

The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Association hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder.

Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

D. Association Business.

(1) Local Representative.

(a) The Association will designate five (5) employees in writing as local representatives who will be authorized to adjust problems arising out of this agreement while on duty. Association will notify Employer of these representatives' designation and authority and any change in either. Employer will provide reasonable time off with pay for these representatives to adjust such problems, provided such time off shall not interfere with the operations of the hospital or the work of the employees. Such time off shall not be unreasonably denied.

(b) The Association representatives set forth in paragraph (1) shall be entitled to take reasonable time off from work with pay to attend to union business and shall provide advance notice to the office of the Vice-President for Nursing as follows:

- i. Ten (10) days' advance notice when more than two (2) representatives are involved;
- ii. Three (3) days' advance notice where two (2) union representatives are involved;
- iii. Advance notice prior to the start of the shift for emergency purposes, and which involves one (1) union representative.

The Association shall reimburse the Hospital 120% of the amount paid for each day taken. If the representative is a per diem the Association shall reimburse the Hospital 100% of the amount paid for each day taken.

(c) Bargaining unit members shall be excused from work without pay, on request of the Association, provided that:

- i. No more than three (3) employees shall be excused at any one time; and
- ii. Said excusal requests shall be scheduled at least seven (7) days in advance; and
- iii. No more than six (6) requests to have one or more employees excused from work shall be made in any calendar year; and
- iv. Said time off shall not interfere with the operation of the hospital or the work of the employee in the discretion of the Vice-President for Nursing which will not be unreasonably denied.

(2) General Representative.

Duly authorized representatives of Association may visit Employer's premises at any reasonable time to discharge Association's duties as the employees' collective bargaining representative upon reasonable notice to the nursing office, so long as the representatives do not interfere with the operation of the hospital or the work of the employees. Association shall notify the Vice-President in charge of Human Resources in writing of names of Association representatives.

(3) Bulletin Board.

Employer will provide Association with bulletin boards at each nursing station and two (2) locked bulletin boards located by the cafeteria on which to post official Association notices and notices required by law. This bulletin board will at all times carry a label, device or notice, clearly identifying it as Association's space. The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted on this space. Key to locked bulletin board to be provided to Office of Vice President in charge of Human Resources.

(4) Negotiation Time.

The Hospital shall provide time off without loss of pay for the members of the Association's negotiations committee not to exceed five (5) members during the twenty-four (24) hour regular work day which falls on a date in which a negotiation session is held and said members are scheduled to work.

(5) Arbitration Days.

The Hospital shall provide reasonable time off for attendance at each arbitration hearing with pay for the Union President or designee and without pay for the grievance chairperson and Hospital employees called as witnesses by the Association. The Association shall provide three (3) days' advance notice to the Vice-President for nursing.

(6) Orientation.

The Employer will provide up to thirty (30) minutes during the orientation of new hires for the Association to discuss Association orientation.

(7) Payment to Hospital for Union Days.

For any Union days not paid for by the Hospital under this Article, the Union agrees to reimburse the Hospital within 30 days of receipt of the Hospital's invoice. Such payment will be for the entire amount billed. The Hospital shall bill the Association within thirty (30) days of completion of the quarter.

E. Association Officers.

The five (5) officers of the Huntington Hospital Nurses Association shall have "super seniority" with respect to the application of Section 5(E) of this agreement.

3. PROFESSIONAL PRACTITIONER STATUS.

A. Council on Nursing Practice.

There shall be a Council on Nursing Practice which shall consist of the following:

- (1) Two (2) representatives of the Hospital as selected by the Vice-President for Nursing;
- (2) Two (2) members of the Association as selected by the Association President;
- (3) Additional nurses shall be chosen periodically by agreement between the Vice-President for Nursing and the Association President;

B. Council Functions.

The functions of the Council shall be as follows:

- (1) To review, develop and recommend standards of nursing practice specific to the Hospital and consistent with the "Code for Nurses" of the American Nurses' Association and standards of nursing practice of the nursing profession;
- (2) To discuss and define nursing and non-nursing functions and to identify nursing involvement in such functions;
- (3) To analyze factors which impede the practice of nursing and to make recommendations pertaining to such factors;
- (4) To receive and review problems relating to nursing practice in the Hospital;
- (5) To make non-binding recommendations for appropriate action in the above areas to the Administration, where appropriate;
- (6) To develop a voluntary Clinical Ladders program (with any corresponding financial benefit to Nurses to be negotiated with the Association); and
- (7) To develop a protocol for a graduate nurse fellowship program (which protocol cannot be implemented without mutual agreement of the Hospital and the Association).
- (8) The parties will follow the procedures for Peer Review as outlined in Exhibit "E" to this agreement.

C. Staffing.

- i. In recognition that staffing and the resulting impact on nursing care is a concern of both parties to this agreement, the parties agree to submit the following issues to the Council on Nursing Practice: Recruitment and retention; Staff to patient ratio;
- ii. Evaluation of patient acuity classification system; and
- iii. Utilization of existing systems to cover unanticipated staffing shortages.
- iv.

The hospital will make its best effort to comply with established core staffing guidelines. If issues arise concerning the adequacy of the guidelines, the

parties agree to discuss the matter at the next meeting of the Council on Nursing Practice. The parties further agree to establish a sub-committee that reports to the Nursing Practice Council and/or as appropriate, meets with Nursing Administration, concerning issues relating to staff to patient ratios.

D. Meetings.

There will be regularly scheduled monthly meetings of the Council. Additional meetings will be scheduled as the need arises. Association's members shall be excused from other duties without loss of pay.

E. Staff Development And Education Programs.

Employer will provide the following:

- (1) A planned orientation for new hires shall be conducted by the Staff Development and Education Department. Such orientation for each inexperienced new hire employee will be for a minimum of four (4) weeks; a minimum of two (2) weeks for each experienced new hire, a minimum of eight (8) workdays for each new hire part-time employee, and for each new hire per diem, until they have passed the applicable competency assessment. The Employer will not float any newly graduated new hires from their assigned unit for a period of six (6) months from the last day of his/her orientation. For purposes of this paragraph, "newly graduated" shall mean any nurse for whom Huntington Hospital is his/her first nursing position or any nurse who has been an RN for less than one year prior to the first day of employment at Huntington Hospital.
 - (2) An organized program of staff development will be provided by the Clinical Professional Development Department at such times during employees normal work hours that will be appropriate to maintain professional competency. It will encompass orientation, inservice education and continuing education. The Hospital shall provide ten (10) inservice hours annually.
- Employees who attend inservice education are paid as follows:
- Mandatory inservice education will be paid in accordance with the overtime clauses outlined in the contract for full time, part time and per diem staff.

- Voluntary inservice education will be paid at straight time for full time, part time and per diem staff.

Employees who attend continuing education programs are paid as follows:

- Mandatory continuing education will be paid in accordance with the overtime clauses outlined in the contract for full time, part time and per diem staff.
- Voluntary continuing education will be provided to the staff who are interested in augmenting their knowledge base. Voluntary continuing education is not reimbursed.

The Hospital shall post CE programs on Hospital bulletin boards and the Hospital website with three (3) months' notice whenever feasible.

- (3) Time off without loss of pay and financial aid, within reasonable limits for participation in educational institutes, work-shops or meetings, at the discretion of the Vice-President for Nursing. Decisions on such requests will be rendered within fourteen (14) days of receipt of a complete application including all required signatures as per the Nursing Department Policy.
- (4) Cooperative annual evaluation and recording of a nurse's performance and experience; each nurse shall be given the opportunity to enter written comments on this record and will be provided a copy at the time of performance appraisal. All employees shall have reasonable access to their personnel files upon request. Employees shall receive copies of their evaluations, counselings, and warning notices upon request.
- (5) Compensation at the employee's regular compensation rate if an employee attends a meeting called by the employer on the employee's own time.
- (6) All employees recognize their professional obligation to maintain their skills by voluntary attendance at such inservice education programs as may be appropriate.
- (7) Nurses requesting time off without loss of pay for participation in educational institutes, workshops or meetings shall submit formal request to attend such workshop directly

to the Vice President of Nursing or to the Office of Clinical Professional Development and Education.

- (8) The Hospital shall pay for the cost of application, test registration and testing for an individual nurse who elects to take a nationally or state recognized certification or re-certification exam. It is understood that the exam must be related to a nurse's present or future duty assignment. Payment will be made to nurses who successfully complete the exam.
- (9) If an employee accepts a position for which he/she is required to receive training and thereafter completes a minimum of four (4) weeks of full time training, the employee will not apply for a transfer from that position for one (1) year; except, the employee may apply for transfers on the same unit.

F. Patient Assignment.

In the event that an RN is given a patient assignment that he/she perceives to substantially deviate from the norm, he/she will notify the NM, ANM or designee. The NM, ANM or designee will assess the situation and, if after consultation the employee still is of the professional opinion that the assignment deviates substantially from the norm, the NM, ANM or designee must notify the ADN or nursing supervisor on duty. The ADN or nursing supervisor will assess the situation by telephone with the NM, ANM or designee and the employee within thirty (30) minutes barring any emergency.

If the situation remains unresolved, the ADN or nursing supervisor will respond in person to the unit within a reasonable amount of time, but no longer than one (1) hour after the RN's original notification, barring any emergencies. If the employee continues to perceive that his/her assignment deviates substantially from the norm, the employee may present a written account of the situation to the Vice President for Nursing, the Union and to the Clinical Staffing Committee to be created in accordance with New York State law. The Hospital will comply with all New York State requirements pertaining to patient assignment and staffing. The Hospital will make a review of assignment form available on each unit.

G. Non-Nursing Duties.

The Employer shall make a substantial effort that nurses will not be responsible for non-nursing duties as a regular part of their duties. See letter dated September 23, 1998 "Non-Nursing Duties (passing dietary trays)", a copy of which is annexed as Exhibit "B".

The Employer will make every effort to alleviate the obligation on nurses to transport patients through the use of transporters, orderlies, nursing assistants, runners, etc. The Association's president or designee shall be a standing member on the Employer's Patient Throughput Committee.

H. Unlicensed Technicians.

The Hospital shall not utilize unlicensed technicians in any manner which may impact on bargaining unit members without notifying the Association at least thirty (30) days prior for the purpose of discussing such usage except to the extent the Employer had been using such technicians prior to May 1, 1996.

I. License Renewal.

A Registered Nurse must renew his/her Registered Nurse license at least 30 days prior to its expiration. Documentation demonstrating such renewal shall be submitted to Nursing Administration no later than two weeks prior to expiration.

4. EMPLOYEE STATUS.

A. Classifications.

An employee will be classified as either (1) Full Time, (2) Part-Time, or (3) Per Diem.

B. Full-Time Employee.

A Full-Time employee is an employee covered by this agreement who is employed on a regular basis to work a thirty-seven and one-half (37-1/2) hour workweek.

C. Part-Time Employees.

A Part Time employee is an employee covered by this agreement who is employed on a regular (year round) basis to work a minimum of thirty (30) hours per bi-weekly period. An employee hired into a Part Time position on or after October 1, 2015 is an employee covered by this agreement who is employed on a regular (year round) basis to work a minimum of thirty seven and one-half

(37.5) hours per bi-weekly period. Said employee shall work a minimum of four (4) shifts in a pay period. Part Time employees will receive pro rata employee benefits as specifically set forth in this agreement.

Part Time employees can request, and be granted the right to work additional hours before per diems are given additional unscheduled hours.

D. Per Diem Employee.

A per diem employee is an employee covered by this agreement other than a Full Time or Part Time employee. Per diem employees are hired to work either a 7.5-hour shift or an AWSP shift (see Article 5(H)), and will be assigned to work such shift based upon the manpower needs of the hospital. Per diem employees shall receive those benefits which are specifically set forth as follows: Section 2(A)(B)(C), Section 4(H), Section 5(A), (H)2, Section 8(D), Section 9(F) and Section 14. Employer will give notice to the Association of per diems removed from the per diem list. Per diems must be available to work one (1) weekend per month and one (1) shift per pay period for twenty-two (22) pay periods per year. In addition, per diems must be available to work three (3) holidays per year (one of which will be Thanksgiving, Christmas or New Year's). Per diems may satisfy their obligation to be available to work Thanksgiving, Christmas or New Year's by volunteering for any one of those holidays, provided that they do not select the New Year's holiday in any two (2) consecutive years.

Per diems shall receive time and one-half (1-1/2) for overtime in excess of their regular shift. If a per diem requests or agrees, in advance, to work a shift longer than the one for which he/she was hired to work, then such longer shift shall be deemed his/her regular shift only for the purpose of calculating eligibility for overtime pursuant to this paragraph.

Effective October 1, 2008 forward, per diems shall receive credit for longevity and seniority equal to the number of hours worked as a per diem, not to exceed .75 FTE.

Per Diem rates shall be as set forth below:

	<u>10/1/21</u>	<u>10/1/22</u>	<u>10/1/23</u>
Days	58.4929	60.2477	62.0552
Evenings	62.5629	64.3177	66.1252
Nights	67.8729	69.6277	71.4352
12-hr day (7am-7:30pm)	60.0192	61.7740	63.5815

12-hr night (7pm-7:30am) 66.1029 67.8577 69.6652

Holiday and Overtime Rate

Days	87.7394	90.3716	93.0828
Evenings	93.8444	96.4766	99.1878
Nights	101.8094	104.4416	107.1528
12-hr day (7am-7:30pm)	90.0288	92.6610	95.3723
12-hr night (7pm-7:30am)	99.1544	101.7866	104.4978

E. New Hire Probationary Period.

All new employees to the Hospital will be on probation until the employee has completed six (6) months of employment. During the probationary period, the employee will be subject to demotion, suspension, other discipline or discharge at Employer's sole discretion without recourse to the grievance and arbitration procedures but will otherwise be covered by this agreement. All monetary benefits, i.e., health plans, life insurance, etc., shall continue to be effective after three (3) months of employment. Any incumbent employee who transfers to a different position within the bargaining unit will be subject to a period of review for twenty-four (24) shifts. If the Hospital determines that the employee did not satisfactorily perform over twenty-four (24) shifts, the employee will have the option to apply to any vacant posted position for which they are qualified, or to revert to his/her prior position if it has not been awarded. The employee's grievance and arbitration rights will continue without interruption.

F. Seniority.

(1) Definition.

Seniority will be governed by Bargaining Unit Seniority. Bargaining Unit Seniority is defined as the length of time an employee has been continually employed by the Employer as an R.N. L.P.N.'s who become R.N.'s after the effective date of this agreement shall receive seventy-five (75%) percent credit for the number of years' experience as an L.P.N. at Huntington Hospital. The seniority of any employee who is already a member of the R.N. Bargaining Unit as of the effective date of this agreement shall not be affected. Nursing classifications shall be set forth in 5E.

(2) Accrual and Acquisition.

An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Longevity and seniority shall accrue during an employee's leave of absence. Full and part time employees will accrue seniority and longevity at the same rates.

(3) Application.

Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits except as set forth in paragraph 10(I), where length of service is a factor pursuant to this agreement.

(4) Lists.

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

(5) Loss of Seniority.

An employee's seniority shall be lost when the employee: (a) terminates voluntarily, (b) is discharged for just cause, (c) willfully exceeds an official leave of absence, (d) is laid off for a period of six (6) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less, (e) transfers to a facility other than Huntington Hospital, or (f) fails to return to work on a recall from layoff, within a reasonable time after the Employer has sent notice to return, by certified mail or letter to the employee's last known address unless the employee has a valid reason for inability to respond.

G. Promotions.

The employer will post all promotional vacancies for a period of one (1) week on website and bulletin board before the position is filled from outside the hospital. First consideration will be given to employees and where two (2) or more employees are under consideration for such vacancy, the Employer shall promote the most competent employee, as determined by the Vice President for Nursing Services, or designee. Disputes under this provision shall be subject to

the grievance procedure only if the question involves an arbitrary decision of the Vice President of Nursing Services, or designee. An employee who is promoted shall serve ninety (90) calendar days of probation in the new position. Such employee may be returned to his old position during this period in the sole discretion of the Employer or shall be returned at the request of the employee, provided a vacancy exists, and such action shall not be subject to the grievance and arbitration provisions of this agreement. The position shall not be deemed vacant if it has been awarded to another employee regardless of whether or not it has been filled.

In addition, an employee who, prior or subsequent to the effective date of this agreement, accepts a supervisory position with the employer, shall retain and continue to accumulate seniority; and provided the employee meets the current physical, mental and other qualifications, may with due notice exercise his/her rights to return to his/her first available bargaining unit position with all rights and entitlement unimpaired.

H. Posting of Vacancies.

Employer will post all bargaining unit positions that are newly created or which shall become vacant on its bulletin boards located outside the cafeteria. Vacancies shall be posted until filled or withdrawn. All bargaining unit employees shall apply in writing and shall have the right to such vacancies provided they possess the requisite qualifications, certification and satisfactory work record for such position. If no qualified employee applies for such bargaining unit position and the Hospital decides to change the qualifications, then such position will be re-posted with the changed qualifications. The employee will be selected for the new position within twenty-one (21) days from the date on which the posting is taken down, and thereafter will be transferred to the vacant position within three (3) months of selection. Applicants shall be notified of acceptance or rejection of all vacancies within fifteen (15) days of the job being awarded. If more than one (1) employee seeks a particular vacancy and has the requisite qualifications, certification and satisfactory work record, then the selection will be based upon bargaining unit seniority. All postings shall specify unit, shift, position, title and qualifications, and for Case Management positions, positions may also specify a BSN requirement; provided however, that an employee presently holding a Case Management or Utilization Review position at the execution of this agreement will not be required to obtain a BSN to be eligible for a Case Management position. The Employer will not hire an employee from outside the Hospital until one (1) week from the date of posting on website and bulletin board.

The Hospital agrees to e-mail all nursing department, non-nursing department and promotional postings for RN positions to the Association.

An employee accepting a position in the following units will not apply for a transfer for eighteen months from such employee's start date in that position/unit:

OR, ED, Endo, EP, L&D, Special Procedures, Cath Lab, CCU, ICU and Step-down Units and PACU; except, the employee may apply for transfers on the same unit.

Providing a vacancy exists in the respective classifications, an employee with the requisite qualification, certification and satisfactory work record shall have the right to the following transfers:

- (1) From Full Time status to Part Time, or Per Diem.
- (2) From Part Time status to Full Time or Per Diem.
- (3) From Per Diem status to Full Time or Part Time.

All employees so transferred shall carry over all accumulated sick time, vacation time, holiday time or personal days as applicable. Those employees transferring from Full Time or Part Time to Per Diem shall be paid for all accumulated benefit time excluding sick time. Sick time will be restored to employees upon transfer back to part time or full time status or paid as provided in Section 10.

All newly hired Registered Nurses that do not possess a BSN degree must obtain such BSN degree within five (5) years of their date of hire, and must begin classes toward such BSN degree within one (1) year of completing orientation. (Exhibit F, January 22, 2010 Memorandum of Agreement.)

I. Confidentiality.

Nurse managers and assistant nurse managers shall keep confidential and not discuss with any bargaining unit employee the status of any other employee's benefit or sick time.

5. WORK TIME

A. Normal Workday.

For the purpose of determining application of an employee's regular compensation rate, the employee's normal workday will be seven and one-half (7-1/2) consecutive work hours excluding forty-five (45) minutes of a scheduled duty free unpaid meal period. Such shifts may overlap by fifteen (15) minutes, as deemed appropriate. RNs scheduled for seven and one-half hour (7.5) shifts and no overlap in shifts shall have a thirty (30) minute scheduled duty free unpaid meal period. Employees shall be compensated for missed meal periods at time and one half provided the employer is put on notice of the lack of opportunity to take a meal period.

RNs scheduled for seven and one-half hour (7.5) shifts with an overlap will have a forty-five (45) minute scheduled duty free unpaid meal period at a reasonable time each day. The meal period will not be considered time worked. Hospital cafeteria will be available for meal periods on all shifts and present vending machines will continue to be provided.

B. Normal Work Period.

For the purposes of determining application of an employee's regular compensation rate, the employee's normal work period will be seventy-five (75) hours over ten (10) workdays, and the employee will have two (2) days off in each week of a bi-weekly pay period. The employee may elect to have consecutive days off or to have split days off unless the employer determines that there is insufficient staffing in the individual employee's unit.

C. Work Obligation: Employee.

An employee will work hours assigned and Employer will continue its present practice of no shift rotation and every other weekend off. Employer will use every effort to contract with travel nurses to have the same weekend obligation as staff nurses. In those instances when this is not possible, Employer will notify the Association in writing as to the rationale.

Employees shall not be required to make up one (1) scheduled weekend of missed work per year as a result of vacation taken between September 15th and June 15th. Scheduled weekends of work missed due to vacation taken between June 15th and September 15th may be required to be paid back by the employee, during the period of June 15th to September 15th at a mutually agreeable time based upon the staffing needs of the individual unit. If the employee is unable to agree, then the employer shall have the right to schedule the missed weekend during June 15th and September 15th. An employee who makes an agreement with another employee to cover a missed scheduled weekend of work during a vacation from June 15th to September 15th shall be exempt from the weekend payback requirements set forth above, provided no overtime is required.

In the event the Hospital experiences an unplanned staffing shortage which may require overtime, it shall, before requiring an on-duty employee to remain, make a good faith effort to have the unanticipated overtime covered on a voluntary basis including, but not limited to, calling per diems, assigning floats, requesting an additional day of work from an off-duty employee.

In the event the Hospital is unable to cover the unanticipated overtime on a voluntary basis, it will:

- (1) Make every effort to provide the employee at least two (2) hours' notice that he/she will be required to remain beyond his/her shift.
- (2) Provide the coverage necessary to permit the employee to have at least ten (10) hours off between the end of the overtime shift and his/her next regularly scheduled shift. In the event that the employee must delay the start of a shift for up to two (2) hours to accommodate this provision, the Hospital agrees to pay the employee straight time for the amount of time, up to two (2) hours, as Rest Pay.

D. Work Schedules.

Employer shall post work schedules ten (10) days in advance of the beginning of the work period. Work schedules shall be selected as follows: Full-time employees, part-time employees and then per diems, exclusive of holidays. The schedule may only be changed for good and sufficient cause upon at least twenty-four (24) hours personal notice. Employees whose shifts are changed without such notice shall receive time and one-half (1-1/2) for each shift worked without such notice. If Employer provides less than three (3) hours' notice of cancellation of a per diem's scheduled shift, then the per diem shall receive two (2) hours' pay at straight time. Notice shall be deemed sufficient if Employer calls the telephone number designated by the per diem as his/her contact number and, if possible, leaves a message.

In circumstances where an employee has been granted benefit time, such as employee's scheduled benefit time may not be unilaterally changed by the employer.

Employees shall have the right to exchange assignments with other employees of requisite qualifications provided they make a good faith attempt to find full-time or part-time employees before using per diems to exchange assignments, no overtime results from the exchange of assignments and the office of Vice President for Nursing receives at least twenty-four (24) hours' notice. An exchange of assignment is defined as one employee assuming the assignment of another employee for a given shift.

Employees may ask a part-time or per diem employee with the requisite skills and qualifications to cover a scheduled shift so that the employee can use benefit time and, if agreed to by the part-timer/per diem, such request shall be granted in the discretion of the manager. The per diem coverage does not alleviate the per diem employee from meeting his/her weekend work obligation.

Employer may request employees to volunteer to start a regularly scheduled shift up to two (2) hours early without twenty-four (24) hours' notice

provided the employee will have at least ten (10) hours off before the new starting time.

E. Layoff and Job Abolishment.

No employee shall be laid off except on twenty (20) days' notice or cash equivalent, other than as the result of a labor dispute. Notification of layoff shall be in person or by certified mail to the employee's last known address, as well as to the Association as provided in Article 16(c).

In the event of a layoff, probationary employees will be laid off first without regard to the individual periods of employment. Non-probationary employees who are scheduled to be laid off or whose job is abolished, other than as a result of a labor dispute, shall have the right to exercise their bargaining unit seniority as follows:

- (a) bump the least senior person on their shift of preference within the same nursing classification; or
- (b) bump the least senior staff nurse in the employer's employ provided the employee has the ability to perform as set forth in Section 4(H). Ability to perform shall be at the discretion of the Vice President for Nursing which shall not be arbitrary or capricious; or
- (c) bid for a vacant position in the same nursing classification; or
- (d) bid for a vacant position in another nursing classification where the employee has the ability to perform as set forth in section 4(H). Ability to perform shall be at the discretion of the Vice President for Nursing which shall not be arbitrary or capricious.

The employee displaced as a result of the bump shall have the following rights:

- (a) bump the least senior person within the same nursing classification; or
- (b) bump the least senior staff nurse in the employer's employ provided the employee has the ability to perform as set forth in Section 4(H). Ability to perform shall be at the discretion of the Vice President for Nursing which shall not be arbitrary or capricious; or
- (c) bid for a vacant position in the same nursing classification; or

- (d) bid for a vacant position in another nursing classification where the employee has the ability to perform as set forth in section 4(H). Ability to perform shall be at the discretion of the Vice President for Nursing which shall not be arbitrary or capricious.

An employee shall only be bumped by another employee with greater bargaining unit seniority.

Employees who are scheduled to be laid off or whose job is abolished, as a result of a labor dispute, shall have the right to exercise their bargaining unit seniority to bump the least senior person on their same shift within the same nursing classification. The displaced employee shall be laid off.

Employees who fail to exercise the rights above provided shall be laid off.

Notwithstanding the foregoing, the Employer may temporarily abolish jobs without following the above procedure provided;

- (a) The job abolishment is exclusively to deal with a census reduction;
- (b) The job abolishment lasts no longer than forty-five (45) calendar days;
- (c) Employees whose jobs are abolished continue to work the same shift as previously assigned;
- (d) Previously existing vacation and weekend work schedules are maintained;
- (e) The Union and the affected employees are notified at least ten (10) working days before any job abolishment; and
- (f) There may be only one temporary job abolishment in any work unit in a calendar year.

F. Nursing Classifications.

The nursing classifications are as follows:

E.R.

Medical/Surgical/ Resource Team/Pediatrics/ IV Nurse and Emergency Department Through-Put Nurse

Dialysis
Special Procedure Nurses
ICU/CCU/ C.C. Floats/Surgical Step-Down/Intermediate Cardiac Care
Telemetry
Cardiac Cath Lab, EPS and Stress Testing, Cardiac Cath Clinician
Psychiatry
Maternity/Labor and Delivery/Nursery
Case Management
Oncology
Dolan Family Health Center
Pre-Surgical Testing, PACU, OR, Endoscopy, ASU, Nurse Clinician OR

G. Recall.

Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off for up to one year from each such employee's respective layoff date. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then for up to one year from his/her layoff date, the laid off employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work as set forth in Section 4(H) and, if not, the next senior employee will be recalled, and so on.

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

Part-time employees on layoff shall have recall rights for up to one year from his/her layoff date to positions only if they are willing to work the required schedule of hours.

H. Rest Periods.

An employee shall be entitled to one (1) fifteen (15) minute rest period for each three and three quarter (3-3/4) hours of work.

I. Alternate Work Schedule Program.

The Alternate Work Schedule Program ("AWSP") includes both 10-hour and 12-hour shifts, and shall operate as follows:

- (1) All employees are eligible to participate in the "AWSP" provided it is being utilized within their respective clinical nursing units. Participation shall be on a voluntary basis within each nursing unit. In situations where the number of volunteers exceeds the number of available positions, then bargaining unit seniority shall prevail. In situations where there are insufficient volunteers to fill the available position, volunteers shall be accepted from other nursing units provided such employees have the requisite qualifications, certification and satisfactory work record. If the number of qualified volunteers from outside the designated nursing unit exceed the number of available positions, then bargaining unit seniority shall prevail. Employer reserves the right to create two (2) positions for shifts other than AWSP shifts, and to schedule such shifts for appropriate starting and ending times, as it may from time to time determine are necessary.

The Employer shall have the right to cancel the AWSP in any nursing unit, for good cause shown, on ninety (90) calendar days' written notice to the affected employees and the Association. Employees shall have the right to opt out of the AWSP on thirty (30) calendar days' written notice to the Vice President for Nursing Services and (a) remain in the same nursing unit if said unit is a split unit and a vacancy exists or (b) transfer to another nursing unit based upon bargaining unit seniority provided the transferring employee possesses the requisite qualifications, certification and satisfactory work record for such position and further provided that a vacancy exists.

- (2) The normal work period of each registered professional nurse who is participating in the AWSP will consist of the following:
 - (a) For 12-hour shifts: three (3) days in each work week except as the parties may otherwise agree. Each work day will consist of twelve (12) hours for a total of thirty-six (36) hours per week exclusive of a thirty (30) minute scheduled duty free unpaid meal period. During one out of every eight weeks, the work week will consist of four (4) shifts of twelve (12) hours each, for a total of forty-eight (48) hours in that week. There will be two (2) fifteen (15) minute paid rest periods and one (1) twenty (20) minute paid rest period during each work day.

- (b) For 10-hour shifts: four (4) days in each work week except as the parties may otherwise agree. Three (3) of the four (4) work days each week will consist of nine and one-half (9.5) paid hours exclusive of a thirty (30) minute scheduled duty free unpaid meal period. One (1) of the four (4) work days each week will consist of nine (9) paid hours exclusive of a thirty (30) minute scheduled duty free unpaid meal period. There will be two (2) twenty (20) minute paid rest periods during each work day.

AWSP Employees shall work four (4) weekend shifts every four (4) weeks or eight (8) weekend days every eight (8) weeks. When scheduling permits the Employer may grant additional weekend shifts off to AWSP employees.

(3) Accrual

- (a) Each AWSP participant shall accrue and may take on an annual basis:
 - i. 75 hours of holiday time
 - ii. 22.5 hours of personal time
 - iii. 90 hours of sick time
 - iv. 150 hours of vacation time for employees with 0-8 years of service
 - v. 165 hours of vacation time for employees with 9-11 years of service
 - vi. 187-1/2 hours of vacation time for employees with over 11 years' service
 - vii. Each full time employee shall be granted two (2) full shifts of bereavement leave for death in family where three (3) days is provided in Section 7(E) and one (1) full shift where one (1) day is provided in Section 7(E).
- (b) Each full time employee will be paid at the employee's regular compensation rate for two (2) full shifts off at the time of the employee's marriage. One full shift off shall be provided for part time employees.
- (c) Each full time employee will be paid at the employee's regular compensation rate for one full shift off at the time of the birth or adoption of a child.

- (d) Each full-time employee may utilize up to two (2) shifts of their annual sick leave entitlement for a family sickness (child, spouse or parent).

(4) Overtime.

It is the intent of this agreement that no contiguous overtime should be required. If, however, a situation occurs whereby a nurse does work overtime, pay will be calculated at the rate of time and one-half (1-1/2) for time worked in excess of his/her AWSP shift. In addition:

- (a) For 12-hour shifts: should an employee work more than thirty-six (36) hours in a week in which he or she is scheduled to work thirty-six (36) hours, or should an employee work more than forty-eight (48) hours in a week in which he or she is scheduled to work forty-eight (48) hours, pay will be calculated at the rate of time and one-half (1 1/2) for all hours in excess of the regularly scheduled workweek.
- (b) For 10-hour shifts: should an employee work more than thirty-seven and one-half (37.5) hours in a week in which he or she is scheduled to work thirty-seven and one-half (37.5) hours, pay will be calculated at the rate of time and one-half (1 1/2) for all hours in excess of the regularly scheduled workweek.
- (c) There shall be no pyramiding of overtime.

(5) Shift Differential.

A shift differential, as set forth in the Collective Bargaining Agreement, Section 10 (C), shall be paid for all regularly scheduled hours between 3:00 p.m. and 7:00 a.m.

Shift differential for employees working 7 A.M. to 7 P.M. shall be \$0.77 per hour (\$9.24 for 12-hour shift) and shift differential for employees working 7 P.M. to 7 A.M. shall be \$3.10 per hour (\$37.20 for 12-hour shift).

Note: Paychecks may reflect the average of different night differential rates for the hours worked.

(6) Differential for Work in Higher Classification.

Employees assigned to do the work of an employee in a higher pay classification shall receive the daily rate of pay of that classification for each shift so assigned, except as follows:

- (a) Employees assigned to do the work of a Nurse Manager or an Assistant Nurse Manager shall receive \$3.00 per hour for all hours worked in that role, provided that the assignment is at least two (2) hours.

For information concerning the differentials applicable to 7.5 hour shifts, see Article 10(E).

- (b) Employees assigned to do the work of a Nurse Manager for a period of more than two (2) pay periods shall receive the same rate of pay of a Nurse Manager for each shift so assigned in excess of two (2) pay periods.

(7) Split Holidays.

Employees within the same unit scheduled to work Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day may split their holiday shifts with another employee who is scheduled to work a shift within the same pay period of the holiday. An employee who volunteers to split a holiday with an employee who is scheduled to work a holiday shall not be relieved of his/her holiday obligations.

(8) Holiday Obligation.

The following holiday obligations shall apply to each AWSP participant:

Full time and part time employees working the day shift shall be required to work two (2) of the following: Thanksgiving, Christmas Eve, Christmas Day or New Year's Day.

Full time employees working the night shift shall be required to work three (3) of the following: Thanksgiving Eve, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

Part time employees working the night shift shall be required to work two (2) of the following: Thanksgiving Eve, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

(9) Employee Status.

An employee covered under this agreement shall be considered a regular employee under the Collective Bargaining Agreement and, except as set forth herein, shall be entitled to all benefits, computed on an hourly basis equivalent to a non-AWSP employee.

(10) Other Terms and Conditions.

All other terms and conditions set forth in the Collective Bargaining Agreement shall remain in full force and effect.

(11) Fair Labor Standards Act.

It is the intention and understanding of the parties that this Agreement complies with the requirements of all Federal and State laws, including all requirements of the Fair Labor Standards Act, 29 U.S.C.A. '207 ("FLSA").

To the extent required by the FLSA, during any period of fifty-two (52) consecutive weeks, employees covered by the Agreement shall be "employed for no more than 2,240 working hours, and such employees are guaranteed to be employed for not less than 1,840 working hours (or at least 30 hours per week)." Except as provided in the overtime provisions of subparagraph 4 of this section, employees shall be paid at their normal hourly wage for all hours worked up to 2,080 in that period, and shall be paid at one and one half (1 ½) times their hourly rate for all hours worked in excess of 2,080. Employees shall be paid at one and one-half (1 ½) times their hourly rate for all hours worked in excess of twelve (12) in a single workday or fifty-six (56) in a single workweek, whichever is greater. For purposes of this section, "Hours worked" and "working hours" shall be interpreted in accordance with the Fair Labor Standards Act.

The Employer and the Association understand and agree that the Employer provides vital services to its patients. The parties further understand that circumstances may arise which will require that employees, or any of them, will be required to work more than 2,240 hours, or less than 1,840 hours, in a 52 week period, and this Agreement is not intended to, and does not change the Employer's rights in this regard. This section shall not be construed as a contract of employment for a fixed term. Any recomputation of overtime made necessary by the FLSA shall be based strictly on the requirement of that statute, i.e. overtime shall be paid for actual hours worked in excess of forty (40) in a week. For purposes of any recomputation, and in accordance with the FLSA, compensable non-working time such as sick days, vacation days,

holidays, etc., shall not be considered as hours worked requiring any overtime payments. The Employer shall be credited for any daily or weekly overtime paid to employees during the term of this Agreement.

6. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

A. Regular Compensation Rates.

The regular compensation rate will include any differential to which the employee is entitled pursuant to this agreement.

Employees' base wages shall be as set forth below:

	10/1/21	10/1/22	10/1/23
Staff Nurse:	92,298	95,067	97,919
Clinician:	100,141	103,145	106,240

The employer, in its sole discretion, shall have the right to offer new hires a sign on bonus up to \$5,000 for jobs it determines. One-half (1/2) of the bonus will be paid upon the new hire's completion of nine (9) months of employment and the remaining one-half (1/2) will be paid upon completion of fifteen (15) months of employment. New hire part-time employees will receive a pro-rated amount of the bonus.

The employer shall have the right, in its sole discretion, to pay a recruitment bonus up to \$2,500 to an employee who recruited the new hire. This bonus will be paid upon the new hire's completion of one (1) year of employment. Employer may pay a pro-rata bonus for new hire part-time employees recruited.

It is agreed that the sign on bonus and the recruitment bonus will not be paid for nurses currently working in a Northwell Health system facility.

B. Premium Compensation Rate.

(1) Overtime Work.

An employee shall be paid one and one-half (1-1/2) times his/her regular compensation rate for work exceeding seven and one-half (7-1/2) hours per twenty-four (24) hour period commencing when an employee starts to work (a "regular shift"), or seventy-five (75) hours in a pay period. Overtime will be accrued but not earned until completion of an employee's regular work schedule. The employee will then be paid for the full fifteen (15) or more minutes of overtime actually worked. Overtime will not be paid for less than fifteen (15) minutes of work. For this paragraph's purpose, an employee's work week will be deemed to include time

compensated for holidays, personal days, vacation days, and all other contractual paid leave days. If a part-time employee requests or agrees, in advance, to work an AWSP shift, then such longer shift shall be deemed his/her regular shift only for the purpose of calculating eligibility for overtime pursuant to this paragraph.

All full-time and part-time employees eligible for overtime and required to attend unit meetings during non-working hours shall be paid for such attendance at their overtime rate. Nurses' report will not be considered unit meetings.

Employees shall not be required to leave the nursing unit to document the need for overtime.

Employees in Special Procedures, Endoscopy and Electrophysiology who volunteer to stay beyond their completed shift for procedures which begin within one hour after completion of their shift will receive \$9.00 per hour for the first four (4) hours they stay and \$14.00 per hour thereafter in addition to overtime pay. This provision shall not be applicable to on-call areas.

Mandatory overtime is overtime that is required by Nursing Administration at the end of the shift, except such work that is required to complete the shift (e.g. charting/rounding). Full and part time nurses who are mandated to work up to four (4) hours of overtime at the end of their shift will receive \$9.00 per hour for each overtime hour worked. Nurses who are mandated to work more than four (4) hours of overtime at the end of the shift will receive \$14.00 per hour for each overtime hour worked after four (4) hours. Nurses required to work four (4) hours of overtime cannot include end-of-shift work to advance to the \$14.00 hour rate. The foregoing shall not apply to either per diem nurse or nurses who are on call.

A nurse required to work mandatory overtime, as defined above, will perform such work only on the unit to which the nurse was last assigned prior to the mandatory assignment. Upon being mandated to work overtime, Nursing Administration will give the nurse a good faith estimate of the duration of the overtime assignment. If the mandated assignment is thereafter rescinded or shortened, the nurse will have the option of remaining on duty for the previously estimated duration of the overtime assignment at the mandated rate of pay, or being relieved of duty. Nursing Administration may assign other responsibilities on the same unit to a nurse who elects to remain on duty. A Nursing Administration representative will bring a signed mandatory overtime slip to the unit where the nurse is mandated before the end of his/her mandatory overtime assignment.

(2) Limitations.

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

C. Pay Day.

Employees shall have the right to have their wages deposited directly into the employer's bank. Said funds shall be available to draw against no later than 10:00 a.m. on the Thursday immediately following the end of the pay period.

Employees shall have the right to elect to have their wages deposited directly in a direct deposit participating bank (designated by the employee). Said funds shall be transferred to employee's designated bank no later than 10:00 a.m. on the Friday immediately following the end of the pay period.

Employees who elect to receive wages in lieu of direct deposit shall have their checks mailed to their home address on file on payday.

Wage payments shall include all work performed during the two (2) week period ending at 11:00 p.m. of every other Saturday.

D. Daylight Savings Time Pay.

When Daylight Savings Time ends, all employees whose schedules require an extra hour's work shall be paid for that hour at the overtime rate. No deductions shall be made in the Spring when employees work one (1) hour less.

E. Missed Meal Periods.

Missed meal periods, pursuant to Section 5(A) and 5(l) (2), shall be compensated at the overtime rate.

7. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

A. Holidays:

(1) Dates

Full-time employees will receive the following holidays annually:

New Year's Day
Martin Luther King Day
Presidents' Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

In addition, each full-time employee, shall be entitled to twenty-two and one-half (22.5) hours of personal time per year to be earned at the rate of seven and one-half (7.5) hours per four (4) month period and will receive his/her regular compensation rate for those days. Personal days not taken in a given year may be accrued as a benefit day.

Personal days shall be scheduled in advance with the approval of the Employer. Employees shall not be required to explain the reason for the request. Once scheduled, personal days shall not be cancelled except upon seventy-two (72) hours' notice. In an emergency where advance notice is not possible, an employee may request a personal day provided the request is made as soon as possible prior to the start of the regularly scheduled shift, such request will not be unreasonably denied. Employees must explain the general nature of the emergency.

Part-time employees will receive proportionate benefits under this provision.

(2) Pay.

All employees who work on a holiday listed above will be paid at one and one half (1-1/2) times the employee's regular compensation rate ("holiday premium pay"). Employees working the holiday shall also have the option of receiving an additional paid day off at a later date; or, receive an additional day's pay for the worked holiday. Holidays may be accrued as a benefit day.

For the Christmas Day holiday, holiday premium pay shall be paid from 3 p.m. on December 24 to 11 p.m. on December 25. For the New Year's Day holiday, holiday premium pay shall be paid from 3 p.m. on December 31 to 11 p.m. on January 1.

(3) Entitlement.

A full-time employee will be entitled to accrue holidays and personal days specified above from the most recent employment date. A part-time employee will be entitled to accrue pro rata holidays and personal days from the most recent employment date. If a holiday falls during an employee's vacation, the holiday can be accrued as a benefit day.

(4) Scheduling.

All full-time employees working the day shift shall be required to work either Christmas Day or New Year's Day. Night shift employees will be required to work three (3) of the six (6) holidays or holiday eves which shall include the eve or the day of Thanksgiving, Christmas or New Year's. All full-time employees working the evening shift will be required to work two (2) of the five (5) holidays or holiday eves from Thanksgiving through New Year's Day. All part-time employees working the day shift will be required to work either Christmas Day or New Year's Day. Part-time employees working the evening shift will be required to work two (2) of the five (5) holidays or holiday eves from Thanksgiving through New Year's Day. Part-time night shift employees will be required to work two (2) out of six (6) holidays or holiday eves from Thanksgiving eve through New Year's day.

B. Vacations

(1) Amount.

A full-time employee will receive annually the following amounts of paid vacation. Vacation entitlements shall accrue from the date of last hire, however, probationary employees may not take vacation time until completion of their probationary period.

0 - 8 years of service	-	20 days (150 hours)
9 -11 years of service	-	22 days (165 hours)
Over 11 years of service	-	25 days (187.5 hours)

A part-time employee will receive a pro rata benefit under this provision.

(2) Pay.

An employee entitled to vacation as described above shall be paid for vacation at the employee's regular compensation rate. Vacation days may be

accrued as benefit days.

(3) Scheduling.

The vacation period will be the entire year. Selections shall be made on the basis of bargaining unit seniority and the operating requirements of the individual nursing unit.

No unpaid absence shall be considered as time worked for vacation leave except for the first four (4) weeks of approved leave of absence.

Vacation requests for the following periods shall be submitted, in writing, to the Manager Patient Care as follows:

<u>Vacation Period</u>	<u>Request By</u>	<u>Approve By</u>
January 2 – June 14	November 1	November 15
June 15 – September 15	April 15	May 1
September 16 – January 1	July 1	August 1

Vacations shall be approved consistent with the existing contract language. Any vacation slots which remain available may be requested by employees, consistent with current procedures, as part of monthly scheduling. If feasible, the Hospital may require vacation scheduling to be conducted through Kronos.

C. Benefit Hours.

Employees hired on or after October 1, 2021 may not carry forward more than 315 benefit hours as of October 31st into the following calendar year. Employees hired prior to October 1, 2021 may not carry forward more than 450 benefit hours as of October 31st into the following calendar year. Employees may exceed their applicable limit stated above during a calendar year provided that the accrual is reduced by October 31st of each year to the applicable limit based on their date of hire. Employees who have more than their applicable limit of benefit hours accrued on the above date shall forfeit those hours in excess of their limit unless they have been denied reasonable opportunity to utilize those hours.

Employees have an obligation to request benefit time. Employees denied reasonable opportunity to utilize benefit time in excess of their respective limit of hours as described above shall be paid for those hours at the prevailing rate of pay.

Payment in lieu of benefit hours may be requested from the Vice President responsible for Human Resources, and will be granted in exceptional circumstances.

Pay in lieu of benefit hours may not be used as a substitute for, or alternative to, taking vacation.

D. Sick Leave.

(1) Entitlement and Amount.

Employees after thirty (30) days employment, will be entitled to paid sick leave earned at the rate of seven and one-half hours for each month of employment calculated from the most recent employment date. A part-time employee will receive sick leave on a pro rata basis. Employees may utilize up to twenty-two and one-half hours of their annual sick leave entitlement for family sickness (child, spouse or parent).

(2) Pay.

- (a) Employees will be paid for sick leave at the employees' regular compensation rate.
- (b) Employees who have earned and accrued at least 180 sick hours by December 31 of any given year will have the option of being paid for up to the first 60 hours of unused sick time earned during the following year.

(3) Eligibility.

- (a) To be eligible for sick leave pay on each day of absence, an employee is required to notify his department head as far in advance as possible, but at least two (2) hours prior to the start of his/her scheduled work shift unless proper excuse is presented for employees inability to give notice.
 - (b) Employees may be required to submit a doctor's note in connection with the utilization of sick days provided that such request is not utilized in an arbitrary and capricious manner.
- (4) Employees are not eligible for sick leave during the resignation period unless the employee produces a doctor's note.

E. Bereavement Leave: Basis and Amount.

(1) All full-time employees shall be granted paid leave of absence of three (3) days to commence within the first seven (7) days the employee is scheduled to work, unless longer is needed to attend a funeral, memorial, etc., immediately following the date of notification of death of: spouse; adult significant other who resides with employee; biological or adopted child; mother; father; sibling; mother-in-law; father-in-law and grandchild. In addition, employees shall be granted one day of a paid leave of absence following the date of notification of death of: niece; nephew; first cousin; grandmother; grandfather; sister-in-law; brother-in-law; employee's great grandparents; aunt; and uncle.

(2) For those relations whose death entitles employees to one (1) day off, said employees shall be entitled to three (3) working days off if said relations had been currently residing in the same household with the employee.

(3) Part-time employees shall be granted paid leave of absence of one (1) day to commence within the first seven (7) days the employee is scheduled to work, unless longer is needed to attend a funeral, memorial, etc., immediately following the date of notification of death of those relations set forth in paragraph (1) above.

(4) Employees returning from a leave of absence may not take bereavement leave for deaths occurring during the leave of absence, unless the funeral, memorial, etc., occurs within the first seven (7) days after the employee is scheduled to work.

(5) Bereavement leave for AWSP participants is governed by Article 5.1(3)(a) above.

F. Paternity Leave.

Employees will be paid at the employee's regular compensation rate for one (1) workday's absence in connection with the birth or adoption of a child. Such leave for AWSP participants is governed by Article 5.1(3)(c) above.

G. Marriage Leave.

A full-time employee will be paid at the employee's regular compensation rate for up to twenty-two and one-half (22.5) hours of leave at the time of the employee's marriage. A part-time employee will be paid at the employee's regular compensation

rate for up to seven and one-half (7.5) hours of leave at the time of the employee's marriage. Marriage leave for AWSP participants is governed by Article 5.1(3)(b) above.

H. Supplemental Unemployment Benefit.

Should an employee be laid off, the employer will continue the health care benefits provided such employee for the month in which such layoff occurred and for one (1) additional month.

I. Status Report.

The employer will provide in writing for each employee an update of accrued, but unused time. The update will be in summary form and will be provided semi-annually in June and December.

J. Accruals While on Paid Absence.

Employees out on paid sick, benefit time, bereavement leave, paternity leave and marriage leave shall continue to accrue sick, vacation, holidays and personal time for the duration of the paid absence. An employee shall not accrue paid sick, vacation, holiday or personal time while he/she is on paid absences on donated time. Longevity and seniority shall also accrue during these paid absences (except for any portion on donated time) pursuant to Article 4(F)(2).

8. LEAVE OF ABSENCE

A. Personal/Union Leave.

(1) Personal Leave: Basis and Amount.

- (a) On application as required by paragraph 8(B)2, an employee who has completed one (1) year or more of continuous employment shall receive a leave of absence; (a) up to twelve (12) months for personal illness or injury. Employees may apply for an additional twelve (12) months for occupational injuries which request shall not be unreasonably denied. Employees returning during the second twelve (12) month period may do so only if a vacancy exists; (b) child birth leave for up to five (5) months (exclusive of medical disability) with three (3) months' extension for the child's medical reasons for employees with eight or more years of service, and for up to three (3) months (exclusive of medical

disability) with three (3) months' extension for the child's medical reasons for employees with less than eight years of service; (c) adoption leave for up to five (5) months with three (3) months' extension for the child's medical reasons for employees with eight or more years of service, and for up to three (3) months with three (3) months' extension for the child's medical reasons for employees with less than eight years of service; and (d) leaves of absence without pay for other reasons may be granted by the Employer on a case by case basis. Employer will not require employees to take benefit time while on disability.

An employee on leave pursuant to this paragraph will not accrue additional benefits under this agreement, except as provided in Section 4(F)2.

(i) Employees on leave pursuant to (1)(a)(a) above (medical) will be entitled to return to his/her same job classification, shift and seniority held immediately prior to such leave in the following circumstances: (1) the employee has eight or more years of service and returns from a leave within nine (9) months of taking the leave; or (2) the employee has less than eight years of service and returns from the leave within six (6) months of taking the leave. In addition, for leaves ending on or after October 1, 2017, to return to his/her same job classification, shift and seniority the employee's cumulative duration of all absences due to leaves covered by (1)(a)(a) above (medical) may not exceed nine (9) months in a twenty four (24) month period.

(ii) Employees on leave pursuant to (1)(a)(b) (child birth) or (c) (adoption) above will be entitled to return to his/her same job classification, shift and seniority held immediately prior to such leave upon expiration of any leave provided the employee returns within the allotted leave time frames.

(iii) Employees on leave pursuant to (1)(a)(d) above who return from leave within six (6) months shall be entitled to his/her job classification, shift and seniority held immediately prior to such leave.

(iv) Employees being paid sick or benefit time at the same FTE level as prior to taking leave who return within one (1) year of taking the leave shall be entitled to his/her same job classification shift and seniority held immediately prior to

such leave.

Employees on leave pursuant to (1)(a)(a) or (d) above who return from leave after the time frame provided for in (1)(a)(i), (iii), or (iv) shall be entitled to bid vacancies pursuant to Article 4 (H), Posting of Vacancies.

Medical, dental, prescription and life insurance shall remain in full force and effect for a period of up to nine (9) months during a medical leave of absence (including maternity leave) or a Worker's Compensation leave of absence, and for the duration of a Family and Medical Leave Act leave that does not qualify for a medical or Worker's Compensation leave, and for any period that an employee is out on sick or benefit time and being paid at the same FTE level paid prior to commencing leave. The employee must continue to pay his/her contribution toward the cost of such insurance during any such leave.

Employees will be placed on a medical leave of absence when they are out sick for a continuous period of longer than fourteen (14) calendar days. Such leave will be retroactive to the first day of the illness.

(b) Union Leave: Basis and Amount.

An employee with one (1) or more years of bargaining unit seniority shall be granted a leave of absence to accept a full-time position with the Association. Such leave of absence shall be on two (2) months' notice thereof in a letter form to the Vice President for Nursing prior to commencement of such leave and no more than (1) employee shall be on such leave at any one time. All accrued benefit time shall be taken prior to commencement of above stated leave. The employee shall retain and continue to accumulate seniority, provided the employee meets the current physical, mental and other qualifications, he/she may with due notice, exercise his/her right to return to his/her first available bargaining unit position with all rights and entitlements unimpaired.

(2) Procedure.

An employee desiring leave of absence under paragraph 8(b), except in cases of medical or association leave, will apply for it in letter form to the Vice President for Nursing four (4) weeks prior to the commencement of such leave and the Employer will notify the employee of its decision within a week after its receipt. An employee seeking an extension of leave will submit a similar application not later than ten (10) workdays before the scheduled expiration of that leave, and the Employer will notify the employee of its decision within one (1) week after receiving such application. Employer will simultaneously notify Association of any leave or extension granted and its duration.

(3) Limitation.

An employee will be terminated for obtaining a leave by false pretense or for failing to return from a leave. An employee who is medically unable to return from a leave will be deemed to have resigned and shall be entitled to terminal benefits pursuant to Section 10(A).

B. Military Leave.

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

C. Jury Duty Leave.

An employee who is summoned, not volunteered, to jury duty will promptly so notify Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify Employer of such release. Members on jury duty from Monday through Friday may opt to use benefit time on the weekend immediately following.

When an employee attempts to exercise his/her exemption from jury duty, but be required to serve or go to court to prove his/her exemption, he/she will be paid his/her regular compensation rate for those days less the pay actually received from jury duty to a maximum of thirty (30) working days. A part-time employee will receive a proportionate benefit under this paragraph. Prescheduled per diems shall receive pro rata jury duty benefit.

Night shift employees who are scheduled to work on a day they are required to serve jury duty will receive one (1) shift of jury-duty time. Night shift employees may

also, when schedule permits as determined by the supervisor, take one shift of benefit time in lieu of their pre-scheduled shift directly preceding or following a day of jury duty service.

D. New York State Paid Family Leave

The parties recognize deductions are made from employee paychecks/paystubs pursuant to New York State Paid Family Leave, which will govern applicability and payment of the paid leave.

9. MONETARY BENEFITS: HEALTH, PENSION AND LIFE INSURANCE

A. Health Insurance.

1. The Hospital shall continue to provide employees with the following health insurance plans Point of Service (POS) and Exclusive Provider Organization (EPO). These plans are currently administered by Brighton.

As of 1/1/2022, the monthly cost of the above plans are as follows:

Individual	<u>UHC POS</u>	\$1,865.02	<u>UHC EPO</u>	\$1,829.60
Employee & Spouse		\$3,730.01		\$3,659.31
Employee Plus Child(ren)		\$3,357.05		\$3,293.29
Family		\$5,594.86		\$5,488.94

The in-network co-pay (primary/specialist) will be as follows:

Effective 10/1/12:	<u>Primary</u>	<u>Specialist</u>
	\$20.00	\$30.00

(a) The above-referenced costs include dental, prescription drug and the Davis Vision Optical Plan;

(b) Full-Time Employees shall pay a portion of the cost of the medical plan they select, which shall be adjusted annually, as follows:

Effective January 1, 2014, 15% of the cost.

(c) Part-time employees shall be entitled to full health insurance coverage provided they pay forty-seven and one half (47.5) percent of the cost.

2. In addition to the insurance options set forth above in subparagraph 1, during each open enrollment period, employees will also be offered the option of participating in the Northwell Health Value Plan, the Northwell Health Buy-Up Plan, or, effective October 1, 2016, any group health insurance plan(s) offered to Northwell Employees. If an employee elects to participate in the Northwell Health group health plan offered to its employees, his/her coverage shall be in accordance with the terms of the applicable plan (i.e. Value or Buy-up). If the total number of employees participating in the Northwell group health plans offered to its employees equals or exceeds a participation rate of ninety percent (90%) of all employees who elect health benefits during 2018 or thereafter, Employer may, at its option, eliminate the plans detailed in subparagraph 1 above and shall only offer the Northwell group health plan(s) detailed in this subparagraph 2. Unless and until the ninety percent (90%) participation threshold is reached, Employer will continue to offer employees at each open enrollment period the option of participating in the plans detailed in subparagraph 1 above as well as the Northwell Plan(s) detailed in this subparagraph 2 to employees.

As of 1/1/22 the bi-weekly employee costs of the above Northwell Value and Buy-Up plans (before completion of wellness pledges), are as follows:

Full Time Rates	<u>Value Plan</u>	<u>Buy-Up Plan</u>
Individual	\$80.00	\$151.96
Employee & Spouse	\$80.00	\$228.94
Employee Plus Child(ren)	\$80.00	\$221.25
Family	\$80.00	\$305.92
Part Time Rates	<u>Value Plan</u>	<u>Buy-Up Plan</u>
Individual	\$131.99	\$222.22
Employee & Spouse	\$183.93	\$369.39
Employee Plus Child(ren)	\$178.74	\$354.68

Family

\$235.93

\$516.55

3. Payments for Medical Plans shall be on a pre-tax basis;
4. Full-time employees shall have the option to opt out of coverage in December, effective January 1st and in June, effective July 1st of any year, and shall receive \$750 annually for individual plans, and \$1,500 annually for family plans, provided that they do so during the “open enrollment” period in any December. Once an employee opts out of coverage, such employee does not need to continue to opt out each “open enrollment” period, and will continue to be considered opted out of coverage until such employee informs Human Resources that he or she wants to rejoin a health insurance plan. Payments to employees for opting out of coverage shall be made semi-annually in July and in January for the period of time the employee has opted out, and shall be made pro-rata for retired or resigned employees for the portion of the year worked. Any such payments shall be made by separate payment to the employee. An employee may rejoin a health insurance plan during the “open enrollment” period of any year, or at any time if there is a qualifying event. If the employee rejoins a health insurance plan due to a qualifying event, he/she will not receive any payment for the period of time since the last payment period.
5. The Employer shall have the right to change insurers or become self-insured provided there is no diminution of benefits. If the Employer changes providers it must be to a major health or dental insurance provider. If the Employer goes self insured it must provide a physician base of the same approximate size as currently exists.
6. While an employee is on a leave of absence pursuant to Article 7 or 8, medical, dental, prescription and life insurance shall remain in full force and effect for a period of up to nine (9) months, or the duration that the employee is out on paid sick or benefit time, whichever is longer.

B. Retirees.

Employees who retire on or after October 1, 2021, are entitled to participate in the Northwell Retiree Health Plan if they meet plan eligibility requirements.

C. Dental Insurance.

As part of the Health Plans, the Employer shall continue to provide the same dental coverage as in effect prior to the date of this agreement. Effective on or about July 1, 2005, the fee schedule for dental benefits will be revised in accordance with the attached schedule (Exhibit "D"). The deductibles will be fifty dollars (\$50.00) per individual and one hundred-fifty dollars (\$150.00) per family.

D. Prescription Plan.

As part of the Health Plans, the Employer shall provide a prescription drug plan. Effective October 1, 2011, the employee co-pays will be as follows:

	<u>Retail</u>	<u>Mail (3-month supply)</u>
Generic	\$5.00	\$10.00
Brand	\$20.00	\$40.00
Non-Formulary	\$40.00	\$80.00

E. Life Insurance.

The Employer shall provide a life insurance policy for each full-time employee equal to one times the employee's base annual rate of pay at no cost to the employee up to a maximum of \$75,000.00. Part-time employees shall receive a \$20,000.00 life insurance policy at no cost to the employee.

F. Malpractice Insurance.

The Employer shall provide for malpractice coverage as presently in effect while a nurse is performing duties as an employee of the hospital.

G. Disability Insurance.

The Association shall provide employees with disability insurance which shall be paid by employee payroll deductions for the premium. The Employer shall forward the payment directly to the insurance company.

H. Pension Plan.

1. Employees Hired Or Rehired On Or Before 12/31/11. For Employees hired or rehired on or before 12/31/11, the Employer shall continue to provide its current fully paid non-contributory pension plan together with the following improvements:

- (a) Employees shall be eligible for full pension entitlement at age 65. Employees who began working at the Hospital on or before

December 31, 2008 shall be eligible for full pension entitlement at age 62.

(b) The annual normal pension shall be determined as 1.3 percent of final average earnings times the number of years of benefit service. Employees working at the Hospital on or before December 31, 2008 shall have the above percent increased to 1.7 percent commencing with the thirteenth (13th) year of benefit service.

(c) For employees working at the Hospital on or before December 31, 2008, final average earnings shall mean the average annual earnings paid to a participant during the highest three (3) consecutive years in the ten (10) year period immediately preceding his/her normal or early retirement, or termination of employment, whichever shall occur first.

For employees who began working at the Hospital on or after January 1, 2009, final average earnings means the average annual earnings paid to a participant during the highest five (5) consecutive years in the ten (10) year period immediately preceding his/her retirement.

Final average earnings shall include base salary and longevity payments only.

(d) Part-time and per diem employees employed after January 1, 1976, shall qualify for pension benefits as presently outlined in the plan document in any calendar year in which such an employee works at least half (1/2) time or (975) hours.

(e) If an employee is not a full-time employee at the time of retirement, the employee's earnings for the last year as a part-time employee shall be converted to the amount the employee would have earned on a full-time basis.

(f) Cumulative hours worked shall be shown on the time-keeping system to determine pension eligibility.

(g) (1) Early retirement for employees who began working for the Hospital on or before December 31, 2008 shall be as follows:

Employees with 25 years of service and at least 55 years of age can retire between the ages of 55 and 62. The retirement penalty will be 5% per year for each year retired prior to 62. There will be no retirement penalty for full retirement at age 62. Employees without 25 years of service shall continue to lose 5% per year for each year prior to age 65.

(2) Early retirement for employees who began working for the Hospital on or after January 1, 2009 shall be as follows:

Employees can retire between the ages of 55 and 65. The retirement penalty will be 5% per year for each year retired prior to age 65. There will be no retirement penalty for full retirement at age 65.

2. Employees Hired Or Rehired On Or After 1/1/12. Employees hired or rehired on or after 1/1/12 will participate in the Health System's pension plan, which will be comprised of the following:

(a) 403(b) Savings Plan:

(1) Beginning 30 days after hire, an employee may begin contributing pre- and post tax dollars to his/her 403(b) account directly from his/her paychecks (subject to certain statutory maximums);

(2) For employees working 18.75 hours or more per week, or 975 hours per year, Employer will also contribute 3% of employee's eligible earnings to employee's 403(b) account beginning on the one-year anniversary date of the employee's hire date; and

(3) For employees working 18.75 hours or more per week, or 975 hours per year, Employer will also provide a 1/3 Employer match on employee contributions up to 6% (up to a maximum of 2% of employee's eligible earnings) beginning on the one-year anniversary date of the employee's hire date.

(b) Cash Balance Plan: Employees working 18.75 hours or more per week, or 975 hours per year, are eligible as of their one year anniversary date from their date of hire, for automatic Employer contributions in the amount of 3% of employee's eligible earnings to a cash balance account on a quarterly basis.

I. 403(b) Plan.

The Employer shall continue to provide its current 403(b) Plan to all employees. The Association's local representatives may meet quarterly with the Employer's Vice

President of Human Resources to consult and review the options offered for the 403(b) plan. Such meetings shall be at a mutually agreeable time.

Employees hired or rehired on or after 1/1/12 must select the Health System 403(b) Plan in order to secure the proper match for the 403(b) Savings Plan.

J. Flexible Spending Account

Effective January 1, 2009, the Hospital will offer employees a flexible spending account for both health and dependent care.

10. MONETARY BENEFITS: MISCELLANEOUS

A. Terminal Benefits.

Employees whose employment is terminated for a reason other than resignation or just cause will receive as a terminal allowance: (a) four (4) weeks' notice or compensation to the extent such notice is deficient, and (b) accrued but unpaid vacation day; holidays; personal days; and fifty (50%) percent of the value of all sick days accumulated that are in excess of fifty (50) days.

B. Resignation.

An employee whose employment is terminated by resignation shall give the Employer four (4) weeks' written notice to be eligible for payment of full terminal benefits of: accrued but unpaid vacation days; holidays; personal days; and accrued but unpaid sick days as set forth in Paragraph "A" above. In the event that less than four (4) weeks' written notice is given, the employee shall forfeit such terminal benefits, pro rata, to the extent such notice is deficient.

C. Shift Differential.

Employees shall receive additional compensation above the employees' base rate, as follows:

- (1) Employees assigned to the evening shift (3-11) shall receive additional compensation of \$4,000 per year or \$2.05 per hour. Evening shift employees whose shift commences prior to 3:00 p.m. and ends after 7:00 p.m. shall receive the \$2.05 evening shift differential for all hours worked past 3:00 p.m.

(2) Employees assigned to the night shift (11-7) shall receive additional compensation of \$7,080 per year or \$3.63 per hour.

D. Education Differential.

The Employer will pay additional annual compensation above the Base Rate, of eighteen hundred (\$1,800.00) dollars to a regular full-time employee who holds a B.S. degree in Nursing or allied field, and twenty-one hundred (\$2,100.00) dollars to a regular full-time employee who holds a master's degree or doctorate degree in Nursing or an allied field from an accredited educational institution, but such amounts shall not be cumulative. Part-time employees will be entitled to a proportionate benefit under this paragraph. The effective date of such differential shall be the date the Employer receives proof of such degree.

The employer shall be notified of receipt of appropriate certifications and/or degrees. Payment for Education Differential shall be retroactive no more than one (1) month from the employee's date of submission of proof of the certification or degree.

E. Differential For Work In a Higher Classification.

Employees assigned to do the work of an employee in a higher pay classification shall receive the daily rate of pay of that classification for each shift so assigned, except as follows:

- (1) Employees assigned to do the work of a Nurse Manager or an Assistant Nurse Manager shall receive \$3.00 per hour for all hours worked in that role, provided that the assignment is at least two (2) hours.
- (2) Employees assigned to do the work of a Nurse Manager for a period of more than two (2) pay periods shall receive the same rate of pay of a Nurse Manager for each shift so assigned in excess of two (2) pay periods.

For information concerning the differentials applicable to AWSP shifts, see Article 5 (1)(6)(a).

F. On-Call.

An employee shall receive twelve dollars and fifty cents (\$12.50) per hour for each shift the employee is on-call from 7:00 a.m. Monday to 11:00 p.m. Friday, and thirteen dollars and fifty cents (\$13.50) per hour for each shift the employee is on-call during a weekend and/or holiday. A minimum of four (4) hours will be guaranteed when the employee is called to work. Employees called in, in addition to the above shall be

paid at the overtime rate for all time worked. The hospital shall supply beepers to employees who are on-call. Beepers shall be returned when the on-call is completed.

An employee who works beyond his/her scheduled (i.e., non-call) shift qualifies for the four (4) hour minimum if the employee is on call for the next shift.

If an employee is on call for one shift (or a portion thereof), is called in to work and is working on an assignment that Nursing Administration expects will be completed within one (1) hour after the end of his/her on-call shift, but is not on call for the following shift, then the employee is required to stay and complete the assignment, except in extenuating circumstances, for a maximum of one (1) hour. An employee who is required to stay to complete an assignment after the end of his/her on-call shift shall be paid at the overtime rate for the additional time actually worked, and also shall receive one hour's pay at the mandated rate (\$9.00). If the assignment requires more than (1) hour to complete, the employee may stay longer to complete the assignment if he/she volunteers to do so, and shall be paid at the overtime rate for the longer time actually worked.

If an employee is on call for two consecutive shifts (or portions thereof), and is called in to work during his/her first call shift, and stays to finish an assignment or begins a new assignment after the end of the first call shift, then he/she shall not be eligible for an additional four (4) hour minimum for the time worked on the second call shift.

Employer shall use its best efforts to equalize on call within each nursing unit on a semi-annual basis. Employees shall be placed on-call for a minimum of four (4) hours and shall be guaranteed at least four (4) hours' pay for each time called in.

On-call dialysis is to be eliminated provided that the dialysis staff nurses will be given the opportunity to work overtime when no dialysis nurses are scheduled to work. Upon expiration of the agreement with agency nurses to cover on call Dialysis, if the Hospital is unable to renew the agreement through good faith efforts, employees in Dialysis may be given on call assignments following the same procedure as provided for herein for the Operating Room.

On-call assignments in the Post Anesthesia Care Unit ("PACU") shall be made in the following manner:

- a) Volunteers

- b) Rotating Mandatory on-call list of all employees assigned to the PACU (including Per diems) listed in reverse seniority order.
- c) Every effort shall be made not to assign employees (excluding volunteers) to an on-call shift if it may result in an employee working two (2) shifts in a twenty-four (24) hour period.
- d) All holiday call shifts shall be assigned pursuant to the chart annexed as Exhibit C.

Upon the signing of this agreement all RN's in the PACU shall select a number corresponding to the holidays they shall be required to be on-call for the duration of this agreement. Selection of on-call assignments shall be made on a seniority basis.

When a vacated position is filled the new employee shall work the vacated employee's holiday on-call assignment.

On call assignments in the Operating Room shall be made in the following manner:

- a) Volunteers
- b) Rotating mandatory on-call list of all employees assigned to the operating room (including Per diems) listed in reverse seniority order.
- c) Every effort shall be made not to assign employees (excluding volunteers) to an on-call shift if it may result in an employee working two (2) shifts in a twenty-four (24) hour period.
- d) If an employee is scheduled for Benefit time when they are called for their rotating mandatory call, they shall be skipped and put into the rotation immediately upon their return.
- e) The holiday call list shall be separate from the rotating mandatory list. Volunteers shall be utilized for holiday on-call before any employees are assigned to on-call. If there are insufficient volunteers, employees shall be assigned on a rotating basis in reverse order of seniority.

- f) No employee shall be assigned the same one of these six (6) major holidays two years in a row:

Memorial day
July 4th
Labor Day
Thanksgiving
Christmas
New Year's Day

On call assignments in the Cardiac Cath Lab shall be made in the following manner:

- a) Volunteers
- b) Rotating mandatory on-call list of all employees assigned to the Cardiac Cath Lab (including Per diems) listed in reverse seniority order.
- c) On-call staff in the Cardiac Cath Lab may take call for more than one consecutive shift.
- d) If an employee is scheduled for Benefit time when they are called for their rotating mandatory call, they shall be skipped and put into the rotation immediately upon their return.
- e) The holiday call list shall be separate from the rotating mandatory list. Volunteers shall be utilized for holiday on-call before any employees are assigned to on-call. If there are insufficient volunteers, employees shall be assigned on a rotating basis in reverse order of seniority.

- f) No employee shall be assigned the same one of these six (6) major holidays two years in a row:

Memorial Day
July 4th
Labor Day
Thanksgiving
Christmas
New Year's Day

On-call assignments in the Radiology Department will be determined in the following manner:

- (a) volunteers;
- (b) rotating mandatory on-call list of all employees (including per diems) in reverse seniority order;
- (c) the rotations are subject to change in that the RN's are able to cover for or switch their rotation with another Interventional Radiology RN;
- (d) on call staff may take call for more than one consecutive shift; and
- (e) the Hospital will seek to expand the pool of volunteers by training two additional employees possessing the requisite competencies. Where possible, such training will occur during an employee's regular shift; where training during an employee's regular shift is not possible, training will be done on a scheduled overtime basis.

G. Tuition Refund.

After six (6) months of employment, full-time employees will be reimbursed one hundred (100) percent of the cost of tuition and fees up to a maximum of five thousand (\$5,000) dollars per year for all successfully completed courses at the Baccalaureate or Masters level at an accredited educational institution, provided the employees are matriculated or are in a course of study with a major in Nursing or seventy-five (75%) percent of the cost of tuition and fees for all successfully completed courses at the Baccalaureate, Masters or Doctorate level at an accredited educational institution, provided employees are matriculated or are in a course of study leading to a degree in an allied health field. Part-time employees shall receive fifty (50%) percent of the full cost of tuition and fees for all successfully completed courses at the Baccalaureate, Masters or Doctorate level at an accredited educational institution, with a maximum payout of three thousand (\$3,000) dollars per year, provided employees are matriculated or are in a course of study leading to a degree in nursing or an allied health field. In order to be eligible for tuition refund employees must apply for it within 30 days from the start of class in accordance with Hospital policy.

H. Uniform and Cleaning Allowance.

The uniform and cleaning allowance shall be \$350 effective October 1, 2015.

Employees shall be paid the uniform and cleaning allowance as provided below:

1. Employees who work in procedural areas where the Hospital provides the uniform shall be provided either a daily uniform exchange, or if there is no uniform exchange, four (4) scrubs and one (1) jacket by the first pay period in March each year, and shall be paid fifty percent (50%) of the uniform and cleaning allowance;
2. Employees who work in any other areas of the Hospital where a uniform is required, and the Hospital does not provide such uniform(s), shall be paid one hundred percent (100%) of the uniform and cleaning allowance;
3. Employees who are required to wear business attire to work shall be provided two (2) lab coats by the first pay period in March each year and shall be paid fifty percent (50%) of the uniform and cleaning allowance.

Part-time employees shall be entitled to a proportionate number of uniforms, as applicable, and proportionate benefit under this provision. Benefit to be paid by December 15 of each year in a separate check.

I. Longevity Differential.

Employees shall receive a longevity differential as set forth below:

<u>Years Completed</u>	<u>10/1/21</u>	<u>10/1/22</u>	<u>10/1/23</u>
0	0	0	0
After 1 year	2,700	2,700	2,700
After 2 years	3,550	3,550	3,550
After 3 years	4,400	4,400	4,400
After 4 years	5,250	5,250	5,250
After 5 years	6,100	6,100	6,100
After 6 years	6,950	6,950	6,950

After 7 years	7,800	7,800	7,800
After 8 years	8,400	8,400	8,400
After 9 years	9,675	9,675	9,675
After 10 years	11,250	11,250	11,250
After 11 years	11,750	11,750	11,750
After 12 years	12,540	12,540	12,540
After 13 years	13,290	14,290	15,290
After 14 years	15,165	16,165	17,165
After 15 years	17,040	18,040	19,040
After 16 years	17,206	18,206	19,206
After 17 years	17,373	18,373	19,373
After 18 years	17,540	18,540	19,540
After 19 years	19,615	20,615	21,615
After 20 years	21,690	22,690	23,690
After 21 years	22,556	24,256	25,956
After 22 years	22,723	24,423	26,123
After 23 years	22,890	24,590	26,290
After 24 years	24,765	26,465	28,165
After 25 years	26,640	28,340	30,040
After 26 years	26,806	28,506	30,206
After 27 years	26,973	28,673	30,373

After 28 years	27,140	28,840	30,540
After 29 years	30,265	31,965	33,665
After 30 years	33,390	35,090	36,790
After 31 years	34,690	36,690	38,690
After 32 years annual bonus	1,000	1,000	1,000

Effective October 4, 2018, all employees in full-time or part-time positions shall receive full longevity credit for all years of experience as an R.N. that the Employer is able to verify, excluding per diem work. Longevity shall be credited for prior service in full year increments, rounded up or down based upon the half-year. The process by which incumbent employees will receive adjustment to their experience, if any, shall be governed by Exhibit J to this Agreement.

L.P.N.'s who become R.N.'s shall receive seventy-five (75%) percent credit for the number of years' experience as an L.P.N. at Huntington Hospital. Other than as set forth herein, no other non-RN experience or service at Huntington Hospital will be recognized, provided however that all incumbents who became RNs prior to October 4, 2018 and received 25% credit for their number of years of prior service at Huntington Hospital, shall retain this credit.

J. Float Differential.

Employees assigned to float from one nursing classification to another as set forth in Section 5F, shall be paid in addition to their regular wages, the sum of twenty (\$20.00) dollars for each incident of floating. Float employees will not be paid for their first assignment of the day.

K. Child Care.

The Hospital and the union agree that it is desirable to provide child care services for its employees. The parties agree to form a joint child care committee. This committee will review various child care programs and explore the establishment of a child care facility. The Committee shall meet periodically without loss of time to the employees, to discuss and to take appropriate action to accomplish the above-stated goals.

L. Certification Differential.

Employees shall receive a twelve hundred (\$1,200.00) dollar per year certification differential for each certification acquired up to a maximum of twenty- four hundred (\$2,400.00) dollars; Part-time employees will be entitled to a proportionate benefit under this paragraph.

The employer shall be notified of receipt of appropriate certifications and/or degrees. Payment for Certification Differential shall be retroactive no more than one (1) month from the employee's date of submission of proof of the certification or degree.

M Preceptor Pay.

Employees shall receive a differential in the amount of \$3.00 per hour when assigned to work as a preceptor.

N. Past Practices.

The employer shall not eliminate any term or condition of employment that has been continuously enjoyed by employees for a substantial period of time.

11. HEALTH AND SAFETY:

A. Employer Obligations.

(1) Employer will observe all applicable health and safety laws and regulations. The employer shall maintain a safety device on all access doors to the operating room for the purpose of denying access to unauthorized personnel.

B. Employee Obligation.

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

C. Health Examination.

Employer will, at its expense, give each employee a general health examination when the employee enters employer's employment.

D. Environment of Care Committee.

There shall be an Environment of Care Committee which shall consist of the following:

- (1) Two (2) representatives of the Hospital as selected by the Vice President for Nursing;
- (2) Two (2) members of the Association as selected by the Association President.

There shall be regularly scheduled monthly meetings of the Committee. Additional meetings will be scheduled as the need arises. Association members shall be excused from other duties without loss of pay.

E. Drug and Alcohol Testing.

Employer may test for drug and/or alcohol upon reasonable cause of impairment pursuant to procedures agreed to between the parties as set forth in Exhibit K to this agreement.

12. BUSINESS OR EMPLOYMENT INTERRUPTION

Neither the Association nor any employee shall, directly or indirectly, cause, engage or participate in any strike, sympathy strike, work stoppage, work interruption, work interference, slowdown, picketing or boycott or refusal to cross the picket line of a labor organization because of a strike or picketing by a labor organization during the life of this agreement.

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

13. MANAGEMENT RIGHTS.

The employer has both the legal responsibility and the sole right to manage the Hospital and, except as specifically limited in this agreement, to;

- A. hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline or discharge its employees and direct them in their work;

- B. control all Employer property;
- C. to promulgate rules and regulations;
- D. direct, designate, schedule and assign duties to the work force;
- E. plan, direct and control the entire operation of the hospital;
- F. discontinue, consolidate or reorganize any department or branch;
- G. transfer any or all operations to any locations or discontinue same in whole or in part;
- H. merge with any other institution;
- I. make technological improvements;
- J. install or remove equipment; and
- K. carry out the ordinary and customary functions of management whether or not possessed or exercised by the employer prior to the execution of this agreement.

The Association, on behalf of the employees, agrees to cooperate with the employer to attain and maintain full efficiency and maximum patient care.

14. GRIEVANCE ADJUSTMENTS.

A. Scope.

Except as otherwise provided in this agreement, every grievance the Association (or the employees it represents) or Employer may have with each other arising from application or interpretation of this agreement will be adjusted as stated in paragraphs 14(A) through 14(I). A grievance which affects a substantial number or class of employees, or on behalf of the Association, may initially be presented at Step Two by the Association's representative, provided such grievance is filed within the time period provided in Step One.

B. Informal Discussion.

An employee or his union representative who has a grievance arising from application or interpretation of this agreement will present the claim promptly to the employee's supervisor who will jointly discuss and attempt to resolve the grievance.

C. Procedure and Time Limits: Step One.

If the grievance is not adjusted by informal discussion or if the grievance involves a matter affecting more employees than one (1), or the Association, the employee, a group of employees, or Association will serve a written notice of a grievance on Employer's Vice President for Nursing within thirty (30) days after occurrence of the facts on which it is based. If no such notice is served in the time specified, the grievance will be barred. After a proper and timely notice is filed, the Vice President for Nursing and the employee or employees concerned and an Association representative (to be designated by Association) will discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within ten (10) workdays after receipt of the required initiation notice and a decision will be made within ten (10) workdays of the completion of the discussion or the grievance may be advanced to Step Two of the grievance procedure.

D. Procedure and Time Limits: Step Two.

If the grievance is not adjusted in Step One, the Association may appeal it to Step Two by written notice serviced on the employer's designee within twenty (20) days of receipt of employer's decision. If appeal is not taken within twenty (20) days, the grievance will be barred. Employer shall render a decision in writing to the grievant and the Association within ten (10) workdays after the presentation of the grievance or the grievance may be advanced to Step Three (3) of the grievance procedure.

E. Procedure and Time Limits: Step Three.

If the grievance is not adjusted in Step Two, such grievance may be submitted to arbitration by Employer or Association. Employer and Association will select the arbitrator by serial rotation from the panel listed below. The arbitrator's decision will be final and binding. If the Step Two decision is not submitted to arbitration within twenty (20) days of receipt of the Step Two decision, the grievance will be barred. A grievance on behalf of the employer may be presented by notice in writing to the Association at Step Two of the procedure. The fees and expenses of any arbitrator will be shared equally by the parties. The arbitration shall be conducted under the existing rules of the American Arbitration Association.

(1) Arbitrator Panel

- a. The parties hereby establish a rotating panel comprised of the following 3 arbitrators: Howard Edelman, Melissa Biren, and Dennis Campagna.

- b. The party demanding arbitration will notify the panel arbitrator next in line alphabetically of the need for a hearing date (the "Arbitration Demand").
- c. Departures from the serial rotation will occur only by mutual agreement.
- d. Either party may request the other party to agree to replace a panel arbitrator with another mutually agreeable arbitrator.
- e. If an arbitrator listed on the panel above becomes unable to serve on the panel, then the parties will mutually agree upon a replacement arbitrator for addition to the panel.

(2) Arbitration Initiation

To initiate an arbitration, either party must mail and email its Arbitration Demand to the next arbitrator on the rotating panel, copying the other party as follows:

- i. If to the Association: mail and email to the Association's President and Association's Counsel.
- ii. If to the Employer: mail and email to the Employer's Vice President, Human Resources (or designee).

(3) Arbitration Location

Arbitration hearings will take place on an alternate basis at the Hospital's Human Resources Conference Room, or in the office of the Association's attorneys, or at another location agreed upon by the parties.

F. Arbitrator's Powers: Limitation.

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

G. Discipline: Penalties.

Except as stated in Section 4 (Probationary Period), an employee will not be demoted, suspended, otherwise disciplined or discharged except for just cause. The employer will notify the Association in writing of any discharge or suspension within

forty-eight (48) hours (not including Saturdays, Sundays and holidays) from the time of such discharge or suspension. If the Association desires to contest the discharge or suspension, it shall give written notice thereof to the Hospital within twenty (20) working days of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in Section 14, commencing at Step Two of the grievance procedure. Employees who sign a written counseling will be given a copy.

H. Time Limits.

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

I. Employee Interviews and Questioning:

Whenever an employee is required to submit to an interview or questioning by the employer on a matter which may lead to discipline, the employee shall have the following rights:

- (1) To be represented by an Association representative of the employees own choice provided that such representation does not delay the interview or the investigation beyond 10:00 a.m. of the following day; and
- (2) To a reasonable period of time to consult counsel but not later than 10:00 a.m. of the following day;
- (3) To have all interviewing and questioning conducted during the employee's regular shift. If called in at times other than the employee's regular shift, the employee shall be paid at the overtime rate, if required, for all such hours. Employees under suspension may be called in for interviews and questioning without compensation. If the employee is later exonerated, the employee shall be compensated for the time of the interview and questioning.

15. NON-DISCRIMINATION.

Neither employer nor Association will discriminate against any employee in any matter relating to employment because of race, color, creed/religion, national origin, alienage or citizenship status, sexual orientation, military or veteran status, sex/gender identity, age, disability, genetic information or genetic predisposition or carrier status, marital status, partnership status, victim of domestic violence, political belief, or other characteristics protected by applicable law.

16. MISCELLANY.

A. Definitions

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

- (1) "agreement" means this agreement and each appendix, schedule, amendment or supplement thereto;
- (2) "Employer" means Huntington Hospital, Inc.;
- (3) "Association" means Huntington Hospital Nurses Association;
- (4) "employee" means an employee covered by paragraph 1;
- (5) "week" means the seven (7) days beginning with the day shift on Sunday;
- (6) "month" means a calendar month;
- (7) "year" means a calendar year;
- (8) "accredited educational institution" means an educational institution accredited by the National League of Nursing Accrediting Commission (NLNAC) and/or the Commission on Collegiate Nursing Education (CCNE);
- (9) "day shift," "evening shift" and "night shift" means the shifts from 6:45 a.m. to 3:00 p.m., from 2:45 p.m. to 11:00 p.m. and from 10:45 p.m. to 7:00 a.m., respectively;
- (10) "Alternate Work Schedule Program" ("AWSP") is defined in Article 5(H);
- (11) "proportionate benefit" where provided for a part-time employee, means that part of any stated compensation rate or other employee benefit determined by multiplying the applicable benefit for a regular employee with the same job title and same seniority by a fraction whose denominator is thirty-seven and one-half (37-1/2) and whose numerator is the number of hours (including fractions thereof) in the employee's normal workweek, except where the agreement otherwise provides.

B. Meetings.

Employer and Association will meet a minimum of three times per year, including but not limited to, in March, June and September. Actual meeting dates will be agreed upon at least two months in advance of each meeting.

C. Notices.

Any notice required to be served on the Employer under this agreement will be either delivered, mailed, or emailed to the Vice President for Nursing and the Vice President of Human Resources, or his or her designee, at such address as the Employer may designate by written notice served on Association.

Any notice required to be served on the Association under this agreement will be either delivered, mailed, or emailed to the Association President or designee at such address as the Association may designate by written notice served on the Employer.

D. Separability.

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

E. Succession.

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

17. AMENDMENT.

This agreement shall constitute the sole and entire agreement between the parties. It may not be amended, modified, waived, extended or otherwise revised except by written agreement between the parties.

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


18. DURATION AND TERMINATION.

This agreement shall remain in full force and effect from October 1, 2021, through September 30, 2024. This agreement shall be continued for annual periods after September 30, 2024, unless either party shall give written notice to terminate or notify by certified mail, return receipt requested, to the other party at the address set forth herein ninety (90) days prior to the termination date.

Agreed To On Behalf Of
Huntington Hospital, Inc.:



Dated 10/21/22, 2022





Agreed To On Behalf Of
Huntington Hospital
Nurses' Association:



Dated 10/21/22, 2022





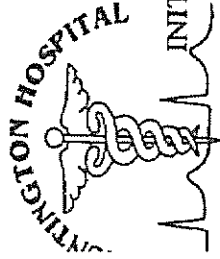


Exhibit "A"
INITIATION & DUES ASSIGNMENT WITH DEDUCTION AUTHORIZATION

Nurses' Association
ESTABLISHED 1988

P.O. BOX 937 • HUNTINGTON, NEW YORK 11743 • 631-757-5206

Name _____
Last First Middle
Address: _____
Street & Number or PO Box
City State Zip

Social Security Number _____

Pursuant to applicable law, I assign to Huntington Hospital Nurses' Association ("HHNA"), from my compensation as an employee of Huntington Hospital ("Hospital"):

1. An initiation fee of \$360.00 (or such other amount hereafter established by HHNA and certified to the Hospital), to be deducted from the first compensation due me each month in equal amounts of \$60.00 until fulfillment of this obligation.
2. Membership dues deduction of 0.75% of a Staff Nurse's base pay pursuant to Article 6, Section A of the Collective Bargaining Agreement, (or such other amount hereafter established by HHNA and certified to the Hospital). I authorize the Hospital to withhold this sum from the last compensation due me each month.
3. Per diems pay \$30.00 every month they work, (or such other amount hereafter established by the HHNA and certified to the Hospital). I authorize the Hospital to withhold this sum from the last compensation due me each month.

The Hospital will remit all payments to HHNA by the 10th of the following month.

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

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

Date: _____ Employee Signature: _____

EXHIBIT "B"



NORTH SHORE - LONG ISLAND JEWISH HEALTH SYSTEM



HUNTINGTON HOSPITAL

270 PARK AVENUE, HUNTINGTON, NEW YORK 11743-2799
(631) 351-2000 - <http://www.hunthosp.org>

September 23, 1998

Huntington Hospital Nurses Association
P.O. Box 937
Huntington, NY 11743

Attn: Ms. Patricia Mills
President HHNA

Re: Grievance #97-04 Non-Nursing Duties (Passing Dietary Trays)

Dear Ms. Mills:

This letter will document the agreement between Huntington Hospital's Nurses Association and Huntington Hospital regarding the above referenced grievances.

The hospital recognizes that we have a clause in the Huntington Hospital Nurses Association contract which states that the employer shall make a substantial effort that nurses will not be responsible for non-nursing duties as a regular part of their duties. The hospital has incorporated the routine passing of dietary trays into the job descriptions of the Nursing Assistants and the Support Care Associates. We are committed to making a substantial effort to minimize the non-nursing duties that nurses are required to perform.

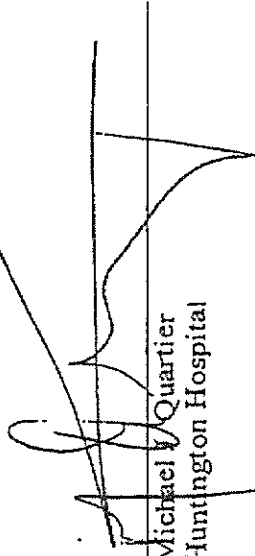
We agree that when the dietary truck is delivered to the nursing station, the dietary employee will inform the staff at the nursing station that the truck has arrived. Upon arriving on the floor to pick up the truck, if the trays have not been picked up from the patient rooms, the dietary worker will assist with that process.

In light of the financial pressures placed on the hospital approximately one year ago, we needed to reduce staffing by approximately 40 full-time equivalents. Three employees who elected to take early retirement in the Dietary Department were not replaced with the understanding that the Nursing Department would pass trays. It was not intended that nurses would pass trays, but rather Nursing Assistants and Support Care Associates would do the bulk of that task. As we discussed, provision of healthcare in the current environment is accomplished with the highest level of quality when all workers cooperate to help one another.

The above is agreed by both the Huntington Hospital Nurses Association and Huntington Hospital. The Huntington Hospital Nurses Association agrees to withdraw its pending arbitration on this matter (13 300 01293 97).


Patricia Mills

Huntington Hospital Nurses Association


Michael Quartier
Huntington Hospital

MJQ:sl

HH PACU 2022-2024 On-Call Holiday Schedule
 Exhibit "C"

2022	7a-3p	7a-3p	3p-11p	3p-11p	3p-11p	11p-7a	11p-7a
NYD	12	11	8	7	9	10	15
MLK	19	21	10	4	16	17	17
Presidents	14	20	13	13	18	14	14
Memorial	13	2	1	14	11	11	4
July 4th	8	18	20	20	9	21	15
Labor	5	7	16	6	3	2	2
Columbus	9	17	12	15	1	14	14
Thanksgiving	6	1	15	2	5	20	20
Black Friday	3	12	19	10	8	21	21
Christmas Eve	10	9	11	3	7	12	12
Christmas	4	16	18	17	13	13	8
NYE	15	4	21	2	19	14	14
2023	7a-3p	7a-3p	3p-11p	3p-11p	3p-11p	11p-7a	11p-7a
NYD	1	20	14	13	16	17	17
MLK	11	17	2	3	6	5	5
Presidents	9	4	7	15	19	12	13
Memorial	15	16	17	18	12	13	13
July 4th	14	10	11	5	2	1	1
Labor	3	21	19	20	9	8	8
Columbus	5	13	16	6	20	11	11
Thanksgiving	7	16	9	19	21	10	10
Black Friday	6	3	4	1	11	18	18
Christmas Eve	17	19	8	13	14	15	15
Christmas	2	5	21	6	3	20	20
NYE	8	18	12	10	7	4	4
2024	7a-3p	7a-3p	3p-11p	3p-11p	3p-11p	11p-7a	11p-7a
NYD	19	5	21	6	2	9	9
MLK	14	8	4	13	3	1	1
Presidents	7	17	18	10	16	12	12
Memorial	12	9	2	5	13	14	14
July 4th	3	16	11	8	21	4	4
Labor	15	18	7	19	6	20	20
Columbus	10	2	17	1	7	11	11
Thanksgiving	4	13	3	14	15	17	17
Black Friday	6	21	20	9	5	7	7
Christmas Eve	staffed	staffed	staffed	staffed	staffed	staffed	16
Christmas	1	11	15	12	10	8	8
NYE	staffed	staffed	staffed	staffed	staffed	staffed	19

1	Vo-Login	6	Robertson	11	Lane	16	Sanchez	21	Gozaloff
2	Casciola	7	Cirone	12	San Jose	17	Husselbeck		
3	Fling	8	Conner	13	Weigle	18	Rogers		
4	Sander	9	Abt	14	Kull	19	Horton		
5	Plak	10	Paul	15		20	Shifrin		

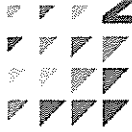
EXHIBIT "D" DELTA DENTAL FEE SCHEDULE

Washington Hospital
Delta Dental Fee Schedule
Effective May 1, 2005

Procedure Type	Amount Paid by Payer (Structure approved)
1300	
1301	
1302	
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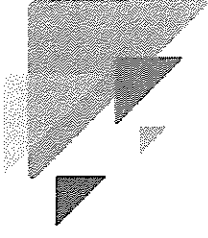
EXHIBIT "E" REGISTERED NURSE PEER REVIEW PROCESS

1. The parties agree to implement a Peer Review Process as part of the employee performance appraisal. The employees will evaluate their peers on the designated "peer review forms" attached. Any changes to the form shall be approved at the Nurse Practice Council by both the Hospital and the H.H.N.A. representatives. If changes are made, both the Hospital and Association must agree.
2. The parties agree that participation in the Peer Review Process is mandatory for the employee being reviewed, but voluntary for the reviewer.
3. The parties agree that the employee being reviewed may select their reviewer.
4. The parties agree the Hospital may not use any aspect of the Peer Review Process, including the "peer review form," as a basis or pretext for discipline or as evidence in any matter including but not limited to disciplinary proceedings, grievances, arbitrations, National Labor Relations Board proceedings, court proceedings, Office of Professional Discipline proceedings, etc. against the reviewer or the reviewed employee, except as directed by a court order.
5. The parties agree that probationary employees will not participate in the Peer Review Process.
6. The parties agree that employees who change units will not participate in the Peer Review Process until their first yearly performance appraisal in their new position.
7. The hospital shall provide all employees with two (2) weeks notice that they must submit the name of their choice for reviewer.
8. The reviewer shall be given the "peer review form" within two (2) weeks of being chosen. The reviewer will have two (2) weeks to complete the review and submit it to the Hospital.
9. The "peer review form" will be confidential. The reviewed employee shall receive a copy of the "peer review form" with her/his performance appraisal.



Northwell
Health™

Exhibit "E"



Peer Feedback Tool

Facility _____

Date _____

Your Name _____

Peer Feedback for _____

Our Values



Every moment matters. We're passionate about caring for our patients, our communities and each other, keeping everyone safe and well.



We never settle. We're pioneers, always curious in our everyday tasks and our quest to shape the future of health care.



It's our ambitious spark that changes lives. We seek integrity and excellence, while taking every opportunity to spread our wings and redefine what it means to work in health care.



We rely on each other. We couldn't do it on our own, and trust each other to perform seamlessly as one.



We are all unique. We stand united, proud and respectful, always celebrating our differences.

Peer Feedback:

Which Northwell Health value(s) stand out most when you think about your peer's strength(s)? Please provide an example of how they've demonstrated this value.

Which Northwell Health value(s) stand out most when you think about your peer's opportunities for growth?

For Peer Receiving Feedback:

Identify a professional development self-assessment goal for this year based on the peer feedback.

Signature of person receiving feedback _____

Date _____

Huntington Hospital Department of Nursing
General Guidelines for Completion of RN Peer Review Tool

Traits and Behaviors: (Individual/personal characteristics).
Examples:

- Dependable (on time, performs work independently and accurately).
- Team player (role model, inspires others to do their best, shares ideas freely).
- Positive outlook (approaches problems in a positive manner).
- Enthusiastic (upbeat, coordinates unit events).
- Accountable (assumes personal responsibility for their work).
- Cooperative (works toward what's best for unit & patients, works well with other departments).

Major Contributions: (Role played in achieving unit accomplishments).
Examples:

- Critical Thinking (ability to make decisions under pressure, can zero in on cause of problem and develop solutions).
- Organizational Skills (is detail-oriented, documents accurately and completely).
- Performance Improvement (completes quality indicators, involved in unit specific PI initiatives).
- Service Excellence (approaches all customers with respect and dignity and can diffuse difficult situations gracefully and tactfully).

Growth Opportunity: (Describe how the RN could expand and contribute their strengths to the profession of Nursing, beyond the unit level).
Examples:

- Detail Oriented (Create monthly unit schedules).
- Good Computer skills (Join Nursing Informatics as a "train-the-trainer").
- Analytical (Join Council for Nursing research and Evidence Based Practice or Council for Nursing Practice).
- Positive Role Model (Get involved in training new preceptors or participate in peer interviewing).
- Team Player (Join Council for Nursing Honors or Magnet Motivators).
- See attached committee opportunities for additional examples of development opportunities.

MEMORANDUM OF AGREEMENT

WHEREAS, Huntington Hospital (hereinafter referred to as "Hospital" or "Employer") and the Huntington Hospital Nurses Association (hereinafter referred to as "HHNA") are parties to a collective bargaining agreement covering Registered Nurses (hereinafter referred to as "RN CBA") and a collective bargaining agreement covering Licensed Practical Nurses (hereinafter referred to "LPN CBA"); and

WHEREAS, the parties are desirous, in keeping with the mission of the hospital, to maintain and improve the health and well being of the community through quality healthcare services; and

WHEREAS, the parties are committed to recruiting healthcare professionals with the necessary qualifications and competencies to provide superior care to our patients;

IT IS HEREBY STIPULATED AND AGREED to supplement and amend the RN CBA and LPN CBA as follows:

1. All bargaining unit positions that are newly created or which shall become vacant shall continue to be posted and filled pursuant to Article 4(H) of the RN CBA and LPN CBA.
2. If the Employer seeks to fill a Registered Nurse position from outside the Hospital pursuant to Article 4(H) of the RN CBA, the HHNA recognizes it is the Employer's preference to hire nurses with a Bachelor of Science in Nursing (hereinafter referred to as "BSN") degree.
3. The parties agree neither internal nor external postings shall require applicants to possess a BSN, but such postings may indicate, if the Hospital so desires, that a BSN for a particular position is "preferred".
4. The parties agree Associate Degree Registered Nurses will also be considered to fill all postings.
5. The parties agree all Associate Degree Registered Nurses hired on or after the date of this Agreement shall be required to obtain a BSN within five (5) years of such employees' date of hire.
6. Any Associate Degree Registered Nurses hired on or after the date of this Agreement who do not obtain a BSN within five (5) years of such employees' date of hire will be terminated from employment, unless, in the discretion of the VP of Nursing in consultation with the HHNA President, it is determined that an extraordinary circumstance existed which prevented such employees' completion of the BSN degree within the 5 year timeframe. Such

determinations by the VP of Nursing shall not be made arbitrarily and/or capriciously. In circumstances where it has been determined by the VP of Nursing that an extraordinary circumstance existed which prevented completion of the BSN degree within 5 years, the VP of Nursing may extend the completion deadline beyond 5 years.

7. The parties agree to amend Article 10(G) of the RN CBA as follows:
First sentence: Change "After one (1) year of employment" to "Upon completion of probation"
8. The parties agree to amend Article 10(E) of the LPN CBA as follows:
First sentence: Change "After one (1) year of employment" to "Upon completion of probation"

Dated: 1-22-10

Agreed to on behalf of
Huntington Hospital:


Myrna Meyers-Lague
VP for Nursing

Agreed to on behalf of
Huntington Hospital Nurses Association:


Patricia A. Mills
President

AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between Huntington Hospital ("Hospital") and the Huntington Hospital Nurses Association ("H.H.N.A.") and Janet D'Amico and Paula Madison (the "Grievants") to resolve Grievances # 08-03, 09-15, and American Arbitration Association case # 13 300 00175 09 as follows (the "Grievances"):

1. The parties agree that pursuant to section 9(B) of the RN and LPN collective-bargaining agreements (the "CBAs"), the Hospital will permit the Grievants to submit receipts and receive reimbursement for out-of-pocket costs relating to the purchase of insurance coverage under their spouse's group insurance plans. Upon receipt of appropriate proof (as set forth in Paragraph 3 below), the Hospital will reimburse the Grievants the actual cost of their insurance coverage (i.e. the incremental out-of-pocket cost to add the Grievants to their spouses' plans) from either 2005 or the date of their retirement forward (whichever is later) at the following rates: a) for the period 9/1/2005 to 9/30/2008, up to a maximum of \$1,500 per year; and b) for the period of 10/1/2008 to 9/30/2011, up to a maximum of \$2,500 per year.
2. The parties further agree that from either 2005 or the date of their retirement forward (whichever is later), and despite the language contained in section 9(B) of the CBAs requiring payment of the retiree health stipend directly to an insurance plan, the Hospital will pay directly to eligible retirees who submit appropriate proof of costs (as set forth in Paragraph 3 herein) reimbursement for those costs at the following rates: a) for the period 9/1/2005 to 9/30/2008, up to a maximum of \$1,500 per year; and b) for the period of 10/1/2008 to 9/30/2011, up to a maximum of \$2,500 per year. The Hospital will provide such reimbursement to eligible retirees upon receipt of such proof for previous years and once a year at the end of the calendar year going forward.
3. The H.H.N.A. agrees that in order for its members to be eligible for payment of the retiree health stipend, such members need to meet the eligibility requirements set forth in section 9(B) of the CBAs, and need to provide the Hospital with proof of additional out of pocket costs for premiums in the form of letters, pay stubs, and any other form that reasonably apprises the Hospital of their additional cost.
4. In exchange for the promises contained herein, H.H.N.A. and the Grievants agree to withdraw the Grievances with prejudice.
5. The Hospital will issue a 1099 tax form to all retirees who receive the reimbursement for the cost of health insurance coverage as set forth in this agreement.

Exhibit H

June ____, 2016

Huntington Hospital Nurses Association
P.O. Box 937
Huntington, New York 11743

Attn: Ms. Patricia Mills
President HHNA

Re: Holistic Nurse Position

This letter is delivered simultaneously with the execution of the 2015 – 2018 collective bargaining agreement between the HHNA and the Hospital, and has the same force and effect as if set forth in the collective bargaining agreement.

This confirms the Hospital's and the HHNA's understanding that in the event that the Hospital hires a Holistic Nurse on staff, the parties will add Holistic Nurse as a position covered by the terms of this collective bargaining agreement as set forth in Article 1, and as a separate job classification in Article 5(E) of the collective bargaining agreement.

Very truly yours,

Susan Knoepffler
VP for Nursing & Chief Nursing Officer
Huntington Hospital

AGREED:

Patricia Mills
President
Huntington Hospital Nurses Association

EXHIBIT I
(EXPERIENCE STEP ADJUSTMENTS SIDE LETTER)

February 11, 2021

Huntington Hospital Nurses Association
P.O. Box 937
Huntington, New York 11743

Attn: Ms. JoAnn Pirro
President HHNA

Re: Experience Step Adjustments

This letter is delivered simultaneously with the execution of the 2018 – 2021 collective bargaining agreement between the HHNA and the Hospital (the “CBA”), and has the same force and effect as if set forth in the collective bargaining agreement.

This confirms the Hospital’s and the HHNA’s understanding relating to the process by which incumbent employees will receive adjustments to their experience steps under the modified Article 10(I) of the CBA to account for their experience not otherwise captured by the prior collective bargaining agreement (2015-2018).

1. Employees who believe they are eligible for an experience step adjustment must notify the Vice President, Human Resources Lisa Khavkin by email, or such other person the Employer designates, no later than November 3, 2018, and furnish any supporting documentation by February 1, 2019. Employees may request an extension of time to furnish supporting documentation, which request will not be unreasonably denied. Any disputes regarding an employee’s external experience will be decided by the Hospital’s Chief Nurse Officer, which decision shall not be arbitrary or capricious.
2. If an employee’s pay rate is less than the rate set forth in Article 10(I) of the CBA corresponding to the employee’s adjusted years of experience determined in accordance with paragraph 1 above, that employee’s rate will be advanced to the rate corresponding to the employee’s years of experience or a maximum of 3 experience steps, whichever is less.
3. In the event an employee’s base rate plus experience is, as of October 4, 2019, less than the rate set forth in Article (I) for the employee’s adjusted years of experience determined in accordance with paragraph 1 above, the employee’s rate will increase:
 - a. on October 4, 2019 by one-third of the employee’s experience step balance, rounded down to the nearest whole number but a minimum of 1 step;

- b. on October 4, 2020 by one-half of the employee's remaining experience step balance, if any, rounded down to the nearest whole number but a minimum of 1 step; and
- c. on October 4, 2021 by the employee's remaining experience steps, if any, so that the employee's rate will correspond to the employee's years of experience as of October 4, 2021.

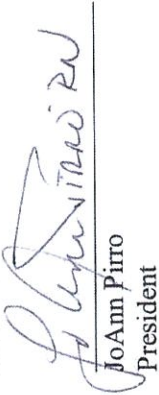
The parties further agree that this side letter will be removed from the collective bargaining agreement in the round of negotiations following the third anniversary of the ratification date for the CBA.

Very truly yours,



Susan Knoepffler
VP for Nursing & Chief Nursing Officer
Huntington Hospital

AGREED:


JoAnn Pirro
President

**DRUG AND ALCOHOL TESTING PROCEDURES
MEMORANDUM OF AGREEMENT**

WHEREAS, Huntington Hospital (“Hospital”) and the Huntington Hospital Nurses Association (“HHNA”) are parties to a collective bargaining agreement (“CBA”), effective from October 1, 2015 through and including September 30, 2018, governing Association Registered Nurses ; and

WHEREAS, Section 11 E of the CBA states: “Employer may test for drugs and/or alcohol upon reasonable cause of impairment pursuant to procedures agreed to between the parties;” and

WHEREAS, the Hospital is part of the Northwell Health (“Northwell”); and

WHEREAS, Northwell has established policies for its employees regarding drug and alcohol testing; and

WHEREAS, the parties are desirous to finalize procedures for drug and alcohol testing without the time and expense of litigation, grievances or NLRB Charges,

IT IS HEREBY STIPULATED AND AGREED by and between the Hospital and the HHNA that:

1. The Northwell policies, processes and procedures entitled “Substance Misuse”, last updated December 24, 2013, “Employee Health Services/VIVO Health Work Well Substance Abuse Process for Employees with Suspected Impairment” dated October 20, 2014; and “Suspected Substance Misuse Standard Operating Procedures,” dated July 2014 (hereinafter the “Drug and Alcohol Testing Policies and Procedures”), shall be applicable to HHNA members for drug and alcohol testing, except for the modifications and/or amendments to such policies as provided for herein (hereinafter the “HHNA Changes”).
2. The parties recognize the Drug and Alcohol Testing Policies and Procedures referenced above are applicable to numerous employees that are not HHNA members. Accordingly, the parties agree that the HHNA Changes will apply only to HHNA members.
3. The parties reserve all rights under applicable State and Federal Law to negotiate the terms of any revisions to the Drug and Alcohol Testing Policies and Procedures as applicable to HHNA members, including the HHNA Changes, or any other matter effecting the terms and conditions of employment for HHNA members.
4. Contracted Vendors (e.g. specimen collector, laboratory, etc.) will be third parties independent from the Hospital and Northwell and will be qualified in accordance with Department of Transportation standards.

5. The Medical Review Officer ("MRO") may be an employee of Northwell if he/she serves in this role strictly as a neutral to evaluate and assist the parties to determine compliance with the policies. Any designee appointed by the MRO will also be a qualified MRO.
6. All testing records will be maintained in members' Employee Health Services ("EHS") file. Records will only be released internally (within the Hospital/Northwell), when needed for employment purposes, to personnel with a need for the information. Records will only be released externally (outside the Hospital/Northwell) as required by law after providing the employee with notice and a reasonable opportunity to intervene.
7. Except in circumstances where there is a Return to Work Agreement (as described below in paragraphs 9 and 10), members will only be tested for drugs or alcohol if there is reasonable suspicion. Members may be tested for both drugs and alcohol if there is reasonable suspicion of both. The basis for reasonable suspicion will be documented, before the testing, by a supervisor trained on the Drug and Alcohol Testing Policies and Procedures.
8. Members will only be subject to testing through urine or breath samples; provided, however, that once appropriate regulations are issued by the U.S. Department of Transportation concerning the use of saliva testing, the Union agrees that it will meet with the Hospital to negotiate the prospect of including it as one of the accepted means of testing (particularly in the circumstances of shy bladder as set forth below in paragraph 12).
9. The revised Return to Work Agreement between the Hospital and HHNA attached hereto shall be used for all members who qualify as appropriate for a return to work arrangement. Attachment "A." Nothing in this paragraph should be construed as limiting the grievance and arbitration rights set forth in the CBA as referenced below in paragraph 13.
10. Members may be subject to testing in the absence of reasonable suspicion only as part of a Return to Work Agreement.
11. References to "delegate" in the Drug and Alcohol Testing Policies and Procedures shall refer to an HHNA Board member herein.
12. In circumstances where members are unable to provide a urine specimen, but are able to document a "shy bladder", there shall be no negative inference taken under the Drug and Alcohol Testing Policies and Procedures; provided, however, that in the event that the Parties agree to use saliva testing, such testing will be used in cases of a "shy bladder".
13. All discipline for alleged violations of any drug and alcohol policy shall be subject to the CBA grievance and arbitration procedure.
14. EHS and EAP interviews with a member returning to work are intended to determine that all aspects of a Return To Work Agreement have been complied with, that the employee is otherwise fit for duty and what, if any, accommodations are needed to return to work, etc.

15. Members who voluntarily seek assistance for drugs or alcohol in the absence of reasonable suspicion will not be subject to any discipline under the Drug and Alcohol Testing Policies and Procedures, but may be disciplined for other misconduct.

16. Members will have 72 hours, excluding Saturdays, Sundays and Holidays (as defined in CBA) to provide the MRO with satisfactory evidence of a prescription for a controlled substance (as referenced in the Drug and Alcohol Testing Policies and Procedures); provided, however, that extensions to this 72-hour period will not be unreasonably denied. Satisfactory evidence of a prescription may include, but is not limited to: (i) a copy of the prescription; (ii) the prescription bottle with label; (iii) documentation of the prescription provided directly to the MRO from the member's pharmacy (based upon a release provided directly from the employee to the pharmacy); (iv) documentation of the prescription provided directly to the MRO from the member's insurance company (based upon a release provided directly from the employee to the insurance company); and/or (v) documentation of the prescription provided directly to the MRO from the member's physician (based upon a release provided directly from the employee to the physician).

17. All samples will be split into two (2) separate containers at the time of collection and maintained in the chain of custody. If the first sample tests positive, the member may request the split sample to be sent to a second laboratory for confirmatory testing (the "Retest"). If the Retest is negative, the entire test shall be deemed negative and there shall be no further testing for that occurrence.

18. The following provisions in the Substance Misuse Policy are modified and/or clarified as set forth below:

(a) The Drug-Free Workplace Act Statement (DFWA), p. 2, paragraph 4: A member must notify his/her supervisors, department head/designee, administration and/or site Human Resources of any criminal drug statute conviction occurring in the workplace no later than five days after such conviction (but is not required to similarly provide notice of such a conviction occurring off Northwell premises);

(b) Procedures, p. 3: A department head/designee, supervisor or manager shall report reasonable suspicion to believe that a member is under the influence of or impaired by alcohol or drugs only while on a work shift and/or performing his/her work duties (and shall not be required to do so if the member is a visitor and/or only on premises during off-duty hours).

(c) Positive Test Results, p. 4, paragraph 1: In the event that an MRO finds it necessary to "further examine" the member upon a positive test result, such "examination" is limited to further inquiry and/or requests for additional information and will not include a clinical examination.

19. Notwithstanding anything to the contrary contained in any consent form that members may be required to sign relating to the Drug and Alcohol Testing Policies and Procedures, such consents shall be governed by the HHNA Changes as detailed herein.


Dated: 2/14/18

Dated: 1/31/18

Agreed to on behalf of
Huntington Hospital:



Agreed to on behalf of
Huntington Hospital Nurses Association:


Patricia Mills, RN
President

CONFIDENTIAL RETURN TO WORK AGREEMENT

This will confirm that Huntington Hospital (the "Hospital"), _____, R.N. (the "Nurse"), and Huntington Hospital Nurses Association (the "Union"), (collectively, the "Parties"), have reached an agreement regarding the status of the Nurse's present employment and/or conditions for continued employment and return to work. Absent delivery of this Return to Work Agreement bearing the signatures of all parties, the Hospital shall take any and all appropriate disciplinary action, up to and including termination of employment. **No modifications of this Agreement are permitted except in a writing signed by the Parties.**

In consideration of the promises set forth below, the Parties agree to the following:

- 1) Nurse acknowledges:
 - (a) a current substance abuse problem and/or acknowledged diversion;
 - (b) on [date], having been observed demonstrating behaviors consistent with possible impairment; and/or having submitted to drug and/or alcohol testing; and/or having admitted to diverting narcotics for personal use;
 - (c) violations of Northwell Health's Substance Misuse Policy (attached as Exhibit A).
- 2) The Parties mutually desire that the Nurse obtain professional rehabilitative assistance.
- 3) In order to facilitate the Nurse's rehabilitative efforts, and as a requirement for the Nurse to resume employment at the Hospital, the following shall apply:
 - (a) Upon delivery of a signed Return to Work Agreement to the Hospital's Nursing Administration Office on or before [date], the Nurse's suspension pending investigation shall be converted to a maximum of an unpaid two-week disciplinary suspension commencing [date taken off duty] and continuing through [date]. Immediately, thereafter, so long as the Nurse files the appropriate paperwork to request and be approved for a leave of absence through the Hospital's Leave of Absence Policy, the Nurse shall be placed on a leave of absence until eligible to return to work (subject to the leave of absence limitations set forth in Article 8 of the Collective Bargaining Agreement). During the leave of absence, the Nurse may utilize any accrued, unused sick and benefit time.
 - (b) The Nurse agrees to submit to evaluation by, and to complete treatment programs approved by, the Northwell Health's ("Northwell's") Employee Assistance Program ("EAP"), and the New York State Education Department's Professional Assistance Program ("PAP") established pursuant to Section

6510-b of the New York Education Law, and/or in such other programs as EAP and/or PAP may require. The Nurse further agrees that he/she shall not be permitted to return to work at the Hospital until such return is approved by both EAP and PAP, and that the Nurse's employment at the Hospital shall remain contingent on compliance with the requirements of EAP's and PAP's treatment programs, including, as deemed appropriate by EAP and/or PAP, any required random drug and/or alcohol testing, for so long as employed by the Hospital.

- (c) The Nurse agrees to sign any and all forms, including, but not limited to HIPAA authorizations, that may be required to allow the Hospital or its authorized Human Resources representatives to obtain information regarding the Nurse's compliance with and/or completion of the treatment programs of EAP and PAP. The authorizations to be provided pursuant to this paragraph shall require EAP and PAP to provide to the Hospital, or its authorized Human Resources representatives, with confirmation that the Nurse has complied with EAP's and PAP's program requirements including, but not limited to, any follow-up/after-care treatment.
 - (d) The Nurse agrees and understands that his/her failure to comply with any of the terms of this Agreement will lead to immediate termination. As such, if and only if the Nurse complies with all of the terms and conditions in this agreement, including, but not limited to, his/her acceptance into and completion of the aforementioned EAP and PAP treatment programs, including any follow-up care and treatment, including any required random drug and/or alcohol testing, as deemed appropriate by EAP and/or PAP, the Nurse's leave of absence shall continue pursuant to the leave provisions of the Collective Bargaining Agreement.
- 4) The Union and the Nurse understand and agree that before the Nurse returns to work, in addition to the Nurse's compliance with the terms set forth in paragraph 3 above, the Nurse must:
- (a) be found by the Hospital to be qualified to perform the essential duties and/or the competencies of his/her position. In the event that EAP, PAP, and/or any treatment program approved by EAP and/or PAP imposes restrictions on the Nurse's nursing license, including, but not limited to, a restriction on the Nurse's access to or administration of drugs, the Hospital shall act in good faith to reinstate the Nurse's employment in that position or the Nurse will be permitted to apply for vacancies.
 - (b) be cleared to return to work by the Hospital's Employee Health Service ("EHS").

- (c) agree to abstain from using or possessing alcohol, illegal drugs and/or controlled prescription drugs for personal use or consumption during work hours (other than drugs for which Nurse has a valid prescription, which shall be reported to the worksite monitor (including appropriate prescription documentation)) and/or working while under the influence of alcohol, illegal drugs and/or controlled prescription drugs; and
 - (d) read, understand, and agree to comply with the aforementioned Substance Misuse Policy (Exhibit A) and shall read and comply with any and all future revisions of such policy and agree that failure to comply with such policy shall be grounds for the immediate termination of employment.
- 5) Upon returning to work, the Nurse understands and agrees that he/she will be on a **final warning** concerning any future violations of Northwell's Drug and Alcohol Testing Policies and Procedures (as defined in and modified by the Drug and Alcohol Testing Procedures Memorandum of Agreement), and that as such, the Nurse will be subject to termination should he/she violate the same). In applying this provision, the Hospital and Northwell agree that they shall not act in an arbitrary or capricious manner. In addition, the Parties understand and agree that if the Nurse fails to comply with any follow-up/after-care program required by EAP and/or PAP, including, as deemed appropriate by EAP and/or PAP, any required random drug and/or alcohol testing, such failure shall result in the Nurse's termination.
- 6) The Nurse acknowledges being given an opportunity to review this Agreement and has asked any questions concerning its contents. By signing this Agreement the Nurse, the Union and the Hospital fully agree to its terms and conditions.
- 7) The Union and the Nurse agree that they will withdraw, with prejudice, any grievances filed regarding the Nurse's [date] suspension and will not seek arbitration regarding this matter.
- 8) The Nurse hereby waives any claims against the Hospital and/or Northwell Health (or any affiliated or related entities, parents, officers, employees, agents) regarding the suspension of employment including, but not limited to, any claims arising under any federal, state, county or municipal discrimination law, whether known or unknown, up to date of this Agreement.
- 9) The Nurse acknowledges being fully and fairly represented in this matter by the Union.
- 10) The Parties agree that the terms, contents and conditions of this Agreement shall remain confidential, except as compelled by law after providing the employee with notice and a reasonable opportunity to intervene.

11) The parties acknowledge that, except where otherwise specified, the grievance and arbitration procedures contained in the Collective Bargaining agreement shall be applicable to any issues or discipline that arise under this agreement.

Attachment: Exhibit A
Northwell Health Substance Misuse Policy

ACCEPTED AND AGREED:

Union Dated _____

_____, R.N. Dated _____

Hospital Dated _____