

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**NYACK HOSPITAL**

**And**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**And its  
LOCAL 1103**



**JULY 1, 2012 - JUNE 30, 2017**

**AGREEMENT**

**Between**

**NYACK HOSPITAL**

**and**

**COMMUNICATION WORKERS OF AMERICA AND ITS LOCAL 1103**

AGREEMENT made and entered into effective the 1st day of July, **2012** by and between NYACK HOSPITAL, located at 160 North Midland Avenue, Nyack, New York (hereinafter referred to as the “Hospital”) and Communications Workers of America, AFL-CIO and its Local 1103 (hereinafter referred to as the “Union”), acting herein on behalf of the Employees of the Hospital, (as hereinafter defined), now employed and hereinafter to be employed and collectively designated as the “Employees”. The Hospital and the Union are sometimes referred to jointly herein as the “Parties”.

**WITNESSETH:**

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

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

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

## ARTICLE 1

### Recognition - The Collective Bargaining Unit

1.01 The Hospital recognizes the Union as the sole and exclusive collective bargaining representative of all of the Employees in the bargaining unit certified by the National Labor Relations Board in Case Number 2-RC-21386 as follows:

Included: All full-time, regular part-time, and per diem technical employees, employed by Nyack Hospital at its North Midland Avenue, Nyack, New York facility in the following job classification and departments Surgical Technicians in the Nursing Department; Physical Therapy Assistants, Certified Occupational Therapy Assistants in the Rehabilitation Department; Lead Nuclear Medicine Technologist, Nuclear Medicine Technologists, Special Procedure Technologists, Radiologic Technologists/Student Coordinator, Mammography Technologist, Senior Mammographer, Senior Radiologic Technologists, Radiologic Technologists, CT Radiologic Technologists, Ultrasound Technologists, Senior Ultrasound/Nuclear Medicine Technologists in the Radiology Department; Respiratory Therapy Technicians, Respiratory Therapists in the Respiratory Care Department.; Technicians in the EEG Department; Technicians, Lead Technicians, Technologists, Cardiac Ultra Sound Technician in the EKG Department **and MRI Technicians.**

Excluded: Chief Radiologic Technologist, and Weekend Radiology Supervisor in the Radiology Department; Supervisor Respiratory Care, Technical Director Respiratory Care, Chief Orthopedic Technician in the Orthopedic Department; Laboratory Manager, Section Heads, Medical Technologists, Histology Technologists, Histology Laboratory Assistant, Phlebotomist, Histology Supervisor, Laboratory Assistants, Cytotechnologist, Pathologist Assistant, Laboratory Aide, Lead Laboratory Assistants, Blood Bank Donor Coordinator in the Laboratory Department, and Laboratory Assistant in the Laboratory Department, Director Pharmacy, Senior Pharmacist, Pharmacy Supervisor, Pharmacists, Pharmacy Interns, Pharmacy externs, IV Technician in the Pharmacy Department; Occupational Therapists, Occupational Therapy Supervisor, Senior Physical Therapist, Supervisor Physical Therapy, Speech Pathologist, Senior Speech Pathologist, Supervisor Speech Pathology, and Administrative Director Rehabilitation in the Rehabilitation Department; Head Nurse Manager, Assistant Head Nurse Manager, Nursing Supervisors, Assistant Directors of Nursing, Director of Nursing and Anesthesiology Assistant in the Nursing Department; Emergency Medical Technicians, and Field Supervisor in the Ambulance Services Department; Ultrasound Supervisor in the Nuclear Medicine Department; Manager Central Sterile Supply, Central Service Technicians, Case Cart Coordinator; Lead technicians, and Junior Technicians in the Central Service Department; Non-invasive Cardiology Manager in the EKG Department; EEG Coordinator in the EEG Department; Clinical Dietician; Food Service Supervisor; Nutrition Support Dietician, Cook Chef, Assistant Manger, Food and Nutrition in the Food and Nutrition Services Department, Director Health Information Services, Assistant Director Data Manager Health Information Services, and DRG/Clinical Coordinator in the Health Information Services Department and all other employees the Act.

## ARTICLE 2

### Definitions

- 2.01 “Agreement” means this collective bargaining agreement between the Union and the Hospital.
- 2.02 “Employee” means an employee covered by Article 1.01 of this Agreement.
- 2.03 “Regular Full-Time Employee” means an Employee who (a) has successfully completed the probationary period described in this Agreement; (b) is employed on a regular year- round basis; and (c) is scheduled to work 80 hours each bi-weekly period. For purposes of eligibility for all benefits described in this Agreement, a “Regular Full-Time Employee” means an Employee who is scheduled to work no less than 64 hours each biweekly period and who otherwise meets subsections (a) and (b) of the foregoing definition.
- 2.04 “Regular Part-Time Employee” means an Employee who (a) has successfully completed the probationary period described in this Agreement; (b) is employed on a regular year- round basis; and (c) is scheduled to work less than 80 hours each biweekly period. A “Regular Part-Time Employee” is not eligible for the full benefits provided by this Agreement, but is eligible for benefits on a pro rata basis, provided said Employee is scheduled to work at least 40 hours each bi-weekly period.
- 2.05 “Per Diem Employee” means an Employee who (a) works less than forty (40) hours in a biweekly pay period; (b) is not regularly scheduled to work, but who is asked to work by the Hospital on an as-needed basis; or (c) otherwise fails to fulfill the requirements of regular part-time status set forth in 2.04 above. Per Diem Employees are only eligible for the hourly rate of pay specifically designated for them in this Agreement as well as for the evening and night differentials, Holiday pay and the Grievance and Arbitration Procedure of this Agreement.
- 2.06 “Temporary Employee” means an Employee who is so informed at the time of hire, and is hired for a special project or to replace Employees on leaves or vacation and who is hired for a period of up to six (6) months or the duration of such projects, leaves or vacation periods, whichever is greater. The said period may be extended up to an additional three (3) months with the consent of the Union, which consent shall not be unreasonably denied. Temporary Employees are only eligible for the salary schedule, the evening and night differentials, Holiday pay and the Grievance and Arbitration Provision of this Agreement.
- 2.07 “Probationary Employee” means a newly hired Employee or an Employee who has changed job classifications as a result of Article 13 “Job Posting and Bidding” Such Employees shall be on probation for the first 90 (ninety) calendar days of employment, excluding any unauthorized absence from work. The probationary period may be extended for an additional thirty (30) calendar day period with the consent of the Union, which consent shall not be unreasonable denied. During the probationary period, the new Employee shall have no security and may be discharged at the Hospital’s will. Upon completion of the ninety (90) calendar days of service, the Employee’s seniority shall be retroactive to the date of hire.

### ARTICLE 3

#### Union Membership and Agency Fees

- 3.01 An Employee who is a member of the Union in good standing on the execution date of this Agreement shall remain a member thereof in good standing as a condition of his/her continued employment. An Employee hired on or after the execution date of this Agreement may elect to join the Union no later than the thirty-first (31st) consecutive calendar day following his/her date of hire. If the Employee elects to join the Union, he/she shall remain a member thereof in good standing as a condition of his/her employment. For purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
- 3.02 All present Employees who are not Union members and who do not in the future become and remain Union members shall, as of the thirty-first (31st) consecutive calendar day following the execution of this Agreement, be required to pay to the Union an agency fee equal to the amount of Union dues (not including initiation fees, assessments or any other charges uniformly required as a condition of acquiring or retaining Union membership) or such lower amount as required by law as a condition of his/her continued employment.
- 3.03 An employee hired after the execution date of this Agreement who does not wish to join the Union shall be required to pay to the Union an agency fee equal to the amount of Union dues (not including initiation fees, assessments or any other charges uniformly required as a condition of acquiring or retaining Union membership) or such lower amount as required by law as a condition of his/her continued employment.
- 3.04 Whenever the Union shall charge that an Employee required by this Agreement to pay Union dues or an agency fee has failed to do so, and the Union gives written notice thereof to the Hospital by certified or registered mail and supplies a copy of such notice to the Employee involved, the Hospital shall dismiss the Employee involved within twenty (20) days of receipt of such notification, unless within said twenty (20) day period the Employee (a) produces satisfactory evidence to the Union and the Hospital that he/she has not failed and/or refused to pay such dues or fees or (b) pays such delinquent dues or fees and notifies the Hospital in writing that said dues or fees have been paid
- 3.05 The Union shall indemnify and hold the Hospital harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Hospital in fulfilling the terms of this Article 3.
- 3.06 The Hospital shall annually provide the Union with an information profile of each member of the bargaining unit: name, address, date of hire, job title, unit, employment status (full time, part time, or per diem), payroll status with effective date (new hire, regularly employed, leave of absence, laid off).

#### ARTICLE 4

##### Payroll Deduction of Union Dues and Agency Fees

- 4.01 The Hospital agrees that upon receipt of an individual written request in a form approved by the Hospital and signed by an Employee (the "Dues/Fees Check-Off Authorization - Form"), the Hospital will deduct twenty-six (26) times per year from each Employee's wages, one twenty-sixth (1/26) of the amount of annual dues or agency fees specified in the Dues/Fees Check-Off Authorization Form which is attached hereto as Appendix "A". The amount of the Union dues or agency fees deducted shall be forwarded to the Secretary-Treasurer of the Union, together with a record of the names of the Employees from whose wages deductions have been made. Dues reports shall be submitted in a computer readable format and shall include, if available, social security number, employee name, home address, CWA local number, work location, dues deduction, weekly wage base, full or part time status and gender. The Dues/Fees Check-Off Authorization Form may be submitted or revoked by the Employee at any time upon written request given to the Hospital's Administrator of Human Resources at least five (5) calendar days prior to the beginning of the payroll period.
- 4.02 The Hospital shall remit deductions made pursuant to the Dues/Fees Check-Off Authorization Forms to the Union no later than the end of the calendar month following the month during which deductions have been made. The Hospital shall be relieved from making such "check-off deductions upon: (a) termination of employment; (b) transfer to a job classification other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the Dues/Fees Authorization Form as described in this Article 4. Notwithstanding the foregoing, upon the return of an Employee to work from any of the above-mentioned absences, the Hospital will immediately resume the obligation of making such deductions, except that deductions for terminated Employees shall require a new Dues/Fees Check-Off Authorization Form.
- 4.03 The Hospital shall not be obligated to make authorized Union dues or agency fees deductions of any kind from any Employee who, during any pay period involved, shall have failed to receive sufficient salary to equal the Union dues or agency fees deduction.
- 4.04 It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article 4, and the Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Hospital hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union

#### ARTICLE 5

##### Bargaining Unit Work

- 5.01 Nothing in this Agreement may be construed to restrict the right of the Hospital to continue to subcontract any work presently being subcontracted.

- 5.02 The Hospital may, after thirty (30) calendar days' prior written notice to the Union and discussion with the Union during the thirty (30) day notice period, subcontract any and all technical services where it makes good business sense to do so.

## ARTICLE 6

### Union Activity, Visitation and Bulletin Boards

- 6.01 An authorized general representative of the Union shall, after making arrangements with the Hospital's Administrator of Human Resources, or his/her designee, have admission to the Hospital for the purpose of administering this Agreement, and necessary conferences with the Employees, the local employee representatives and the Hospital in connection therewith. Such visitation rights shall be limited to the departments covered by Section 1.01 of this Agreement and, without limiting the foregoing, shall not extend to patient care areas or impede or interfere with normal Hospital operations. The Hospital shall designate the place of any conference by the Union representative with the departments covered by Section 1.01 of this Agreement. The duration of any such Union visitations or conference shall not interfere with patient care or the operations of the Hospital. The parties recognize that there may be rare occurrences (defined as not more than twice per calendar year) where the Union representative, in order to insure compliance with this Agreement, finds it necessary not to notify the Hospital in advance of his/her visit- In such cases the Union representative shall have the right to visit the work areas of the departments covered by Article 1.01 of this Agreement, provided that such visits do not interfere with patient care or Hospital operations and, provided farther, that the Union representative shall announce himself to the Human Resources Department prior to visiting any work area. In the event that the Human Resources Department is closed, the Union representative shall announce himself to the Nursing Supervisor on duty. The Union Representative shall be escorted during his visit; provided, however, should no escort be available, Union Representative will not be turned away. When necessary for the administration of this Agreement, the Union representative shall, after obtaining clearance as provided above, have the right to visit the work areas of the departments covered by Article 1.01 in this Agreement provided that such visits do not interfere with patient care or Hospital operations. The Union representative will not hold any conferences in working areas of the departments covered by Article 1.01 of this Agreement.
- 6.02 The parties will notify each other in writing of their respective representatives authorized to administer this Agreement. The parties will notify each other of said representatives' designation and authority and any change in either.
- 6.03 No solicitation or distribution of any kind will be permitted by Employees during working time. Working time refers to that portion of any working day in which an Employee is on paid time to be performing actual job duties; it does not include such time as lunch or breaks. However, an Employee on non-working time may not solicit any other Employee then on **working** time, nor shall that Employee continue any solicitation should he or she be requested to stop by the Employee being solicited.

- 6.04 In order to enable the Union to communicate with members of its bargaining unit, the Hospital will provide the Union with a bulletin board located across from the Laundry Room in the corridor leading from the Employees' entrance to the Hospital to the double fire doors and a second bulletin board to be located in the first floor corridor in the vicinity of the Credentials Office. The bulletin boards are to be used for posting proper official Union notices, such as announcements of Union meetings, Union elections and issues or activities of a recreational or social nature. The bulletin boards shall at all times carry notices clearly identifying the space as reserved for Union use only. Every Union notice posted shall be identified with a Union logo. The bulletin boards shall be locked and a key held by the Union in the Hospital.
- 6.05 During orientation of newly hired bargaining unit members, one local representative, to be designated by the Union, shall be permitted to speak with such employees for purposes of acquainting them with their collective bargaining agreement, for up to 30 minutes. The Union shall be provided with the schedule of orientations for each year of the agreement as soon as they are prepared. The local representative will make himself, or his alternate, available to participate, as appropriate at the scheduled time.
- 6.06 Upon reasonable notice, usually not less than seventy-two (72) hours, the Hospital shall permit the Union to use a meeting room on Hospital premises, when and if available, for the purpose of meeting with the Employees attending Union meetings shall do so on their own time
- 6.07 The Hospital shall allow Union Representatives time off from work, without pay, for the purpose of attending educational seminars, training programs, conventions and for conducting the business of the Union, subject to the reasonable needs of the department, upon seven (7) days advance notice to the Hospital.
- 6.08 In order to enable the Union to communicate with its members, upon reasonable notice, usually not less than twenty-four (24) hours, the Hospital shall permit the Chief Steward or designee to meet with the Employees of each department for a period of not more than thirty (30) minutes to discuss special or unusual Union business.

## **ARTICLE 7**

### **Seniority**

#### 7.01 Seniority: Definition and Types.

There will be two (2) types of seniority: Hospital seniority and Classification seniority. Hospital seniority is defined as the length of time an Employee has been continuously employed by the Hospital. Classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification within a Department.



7.02 Seniority: Accrual and Acquisition.

An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the Employee's most recent date of hire. Per diem and temporary Employees do not accrue seniority. Seniority shall not accrue during unpaid leaves of absence of thirty (30) calendar days or more (except as specified under Article 22.04). Regular part-time Employees shall accrue seniority based on the number of hours actually worked each week up to a maximum of forty (40) hours per week. Should an Employee return to a classification previously held, the Employee's classification seniority in the classification previously held will be the Employee's beginning classification seniority as of the date of the Employee's return to that position

7.03 Seniority: Loss of Seniority.

An Employee's seniority shall be lost when the Employee:

- (a) quits or terminates voluntarily or retires;
- (b) is discharged for cause;
- (c) overstays a leave of absence except where illness of the Employee as a cause of delay in returning to work is certified by a doctor, provided that the Employee notifies the Hospital of such illness prior to the last day of the scheduled leave of absence;
- (d) is laid off for a period of twelve (12) months or more or for a period exceeding the length of the Employee's continuous service, whichever is less;
- (e) fails to respond to a notice or recall within three (3) working days from the date of receipt of said notice; or
- (f) fails to return to work within ten (10) working days from the receipt of the notice of recall.

7.04 Seniority: Application.

- (a) Hospital seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement
- (b) Classification seniority shall apply in layoffs and recalls, in reduction in hours of more than twenty percent (20%) of the Employee's regularly scheduled work week (hereinafter referred to as "Reduction of Hours"), and for scheduling vacations as herein provided. For vacation scheduling purposes only, classification seniority shall also include time in a "job family" within a Department.
- (c) Where more than fifty percent (50%) of an Employee's regular compensation rate is charged to a special or non-budgetary **fund** and such Employee is informed at the time of employment, or at the time of transfer, that his/her employment is for a special non-budgetary or research project and subject to this paragraph. Such Employee shall for the purposes of layoff be considered to have project or grant seniority which may be exercised only within the project or grant to which assigned. Such Employee shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of

the special project, provided in each case that the Hospital determines that the Employees retained or recalled have the ability to do the work. Such determination by the Hospital shall not be arbitrary. Employees, fifty percent (50%) or more whose regular compensation rate is charged to the Hospitals budget, shall be considered as having seniority on that basis and not under a grant.

- 7.05 Employees who were laid off for a period of time of six (6) months or less and who are reemployed shall suffer no break in seniority for purposes of lay-off and recall only. All time on lay-off of such Employees shall be considered as time worked for seniority purposes, but not for purposes of computing benefit entitlement.

## **ARTICLE 8**

### **Layoff, Reduction in Hours of Work, Recall and Severance Payments**

#### 8.01 Layoff.

- (a) In the event of a lay off or a Reduction of Hours within a job classification on a particular shift, probationary Employees within that job classification on that shift shall be laid off first without regard to their individual periods of employment. Non- probationary Employees on that shift shall be the next to be laid off in inverse order of their classification seniority, provided that the remaining Employees can perform the remaining work.
- (b) A non-probationary Employee selected for layoff or a Reduction of Hours shall have the right to displace the most junior Employee in the Job Family provided they are immediately and fully qualified to perform all required work. The displaced Employee shall not have any right to displace any Employee and shall be laid off or have his/her hours reduced. For purposes of this paragraph only, Job Family shall include Special Procedure Tech, CT/Radiology Tech, and Radiology Tech. Post-layoff, the employee shall be paid at the job rate for the new position.
- (c) Prior to the implementation of a layoff or a Reduction of Hours, the Hospital agrees to give the Union twenty-one (21) calendar days notice of its intention to implement a layoff or a Reduction of Hours.
- (d) Prior to the implementation of a layoff or a Reduction in Hours, the Hospital agrees to solicit volunteers on the basis of their classification seniority (most senior first). Volunteers shall be treated as if, in fact, they were laid off for all purposes under this Agreement.

#### 8.02 Recall

- (a) Whenever a vacancy occurs in a job classification which the Hospital intends to fill, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off.

(b) Whenever the Hospital intends to restore the Reduction in Hours, Employees who have suffered a Reduction of Hours in that classification shall be offered the increased hours in the reverse order by which they suffered the Reduction in Hours.

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

8.03 Severance Pay.

(a) An Employee who is laid off for any reason (including as a result of a subcontract where the Employee is offered a job with the subcontractor) shall receive the following severance payments for each full year of Hospital seniority: one (1) week of pay for each year of service up to twenty (20) years; and two (2) weeks of pay for each year of service over twenty (20) years.

(b) The Hospital agrees to reimburse a laid off Employee for any out-of-pocket expenses incurred by that Employee for COBRA payments (continuation of benefits) for a six (6) month period beginning with the first day of the month following the month in which the Employee is laid off. Reimbursement is to continue only for such period of time as the Employee is not covered by the health benefits of some other employer.

## ARTICLE 9

### Grievance and Arbitration Procedure

9.01 Scope.

Except as otherwise provided in this Agreement, every grievance the Union may have, will be adjusted as set forth below. A grievance shall be defined as a dispute concerning the application or interpretation of a specific provision of this Agreement, Time spent by Employees at grievance meetings shall be considered as work time for all purposes under this Agreement. If management schedules a grievance meeting when the Employee is not scheduled to work, then the time spent by the Employee shall be credited to that Employee's Paid Time Off. An Employee who has been suspended or discharged will be paid for attendance at grievance proceedings only in instances where the Employee is reinstated with back pay.

A grievance which affects a substantial number or class of Employees, or on behalf of the Union, and which the Hospital's representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union representative, provided that such grievance must be filed within the time period set forth in Step 2 of the grievance procedure set forth herein.

9.02 Step 1.

An Employee who has a grievance shall discuss the matter with his/her immediate supervisor in the presence, of a shop steward within thirty (30) working days of the occurrence giving rise to the grievance. The immediate supervisor must attempt to provide a satisfactory resolution of the matter within five (5) working days of the discussion. Any Employee who alleges the occurrence of discrimination in violation of Article 15 shall submit the mailer for resolution in accordance with the

Harassment and Discrimination Policy of the Hospital. The Employee may be assisted, at all times, by a Steward or other representative of the Union.<sup>1</sup>

9.03 Step 2.

If not satisfactorily settled at the first step, the grievance may be appealed in writing by the shop steward within thirty (30) working days of the occurrence giving rise to the grievance to the level of management above the immediate supervisor's level in the Department where the aggrieved Employee works. The appeal shall state **the** reasons for the grievance and the applicable contract provision(s) involved. The manager receiving this appeal shall meet with the grievant and the shop steward within ten (10) working days of receipt of the appeal. The Hospital shall mail or deliver a written reply to the Local Union's President and shop steward within ten (10) working days of the second step meeting.

9.04 Step 3.

If the grievance has not been satisfactorily settled, then within ten (10) working days of the receipt of second step response, the Local Union President or designee may appeal the grievance to the Hospital's Director of Human Resources. The third step meeting with the Local Union President or designee, shall be held as soon as practical and the Hospital's final written response will be mailed or delivered to the Local Union President within ten (10) working days of the third step meeting.

Without waiving its statutory rights, a grievance on behalf of the Hospital may be presented initially at Step 3 by notice in writing addressed to the Local Union President.

9.05 Step 4.

If the grievance has not been satisfactorily **settled**, then within fifty (50) working days of the receipt of third step response, the Union or the Hospital may submit a demand for arbitration to the other party with a copy of such demand to the American Arbitration Association together with a request that both parties be furnished an identical list of arbitrators from the panels of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

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<sup>1</sup> An Employee who feels himself aggrieved by a direction to perform a certain task shall not refuse to perform the task but shall perform the same and then submit his protest as a grievance, provided that an Employee shall not be required to perform a task which would present an immediate danger to the health or safety of the Employee, a patient(s) or some other Employee. Nothing herein shall preclude the Employee, prior to performing the task, from verbally calling to the attention of the supervisor making the assignment or direction, why the assignment is improper or inappropriate. The grievance should be signed by the grievant and his/her shop steward, and presented to the grievant's Department Manager. A grievance so presented at Step 2 shall be answered by the Hospital in writing within live (5) working days after its presentation

9.06 Arbitration Powers: Limitations.

The opinion and award of the arbitrator under Step 4 shall be final and binding upon the Union, the Hospital and the Employee(s) involved. The arbitrator shall have jurisdiction only over disputes concerning grievances as defined in Section 1 of Article 9, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. Each party shall be responsible for the costs and fees of the American Arbitration Association. The fees and expenses of the Arbitrator shall be borne equally by the parties or paid as determined by the Arbitrator.

9.07 Time Limits.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays. Time limits outlined in this Article 9 may be extended by written agreement of the parties;.

## **ARTICLE 10**

### **Discipline and Discharge**

- 10.01 The Hospital shall have the right to discharge or discipline Employees for just cause. Any protest by the Union against any discipline or discharge shall be handled in accordance with the Grievance and Arbitration Procedure hereinafter set forth, except that discharge or disciplinary action taken against an Employee during his probationary period shall be without recourse by the Employee or Union.
- 10.02 The Hospital will notify (e.g. by mailing a letter) the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension except that such notification of a discharge or suspension occurring on a Saturday or Sunday shall be given no later than the following Monday.
- 10.03 If the discharge or discipline of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, where there are other witnesses that can testify, the arbitrator shall not consider the failure of the patient to appear as prejudicial.
- 10.04 The term “patient” for the purposes of this Agreement shall include those seeking care or treatment, as well as those already admitted.
- 10.05 The Union will be informed by the Hospital of any disciplinary meeting or interview of an employee that may lead to discipline, provided that the meeting shall not be delayed because of a particular union representative’s inability to attend the meeting at the scheduled time.
- 10.06 The Hospital agrees to subscribe to the principles of progressive discipline where appropriate.

**ARTICLE 11**  
**Inspection of Personnel Records**

- 11.01 Employees may three (3) times in each calendar year, inspect their entire personnel file, except confidential information related to the initial employment of the Employee involved, during normal working hours on their own time. Such inspection shall be conducted in the presence of a management person.
- 11.02 An Employee's written request to inspect his/her personnel file shall be honored within two (2) weeks.
- 11.03 Employees shall only have a right to a copy of the following documents contained in the Employee's personnel file: performance evaluations and any documents used that helped make a determination of the level of the Employee's performance; disciplinary notices; health benefits election forms; and pension election forms.

**ARTICLE 12**  
**Job Descriptions and New Classifications**

- 12.01 The Hospital will provide a job description for every position in the bargaining unit, which shall contain a description of the duties and responsibilities, requirements for the job and rates of pay. The job description shall be reviewed with new Employees at the time of orientation. Each Employee shall be provided with a copy of the job description upon request.
- 12.02 If it is claimed by the Union that the Hospital has instituted a new job classification or substantially modified an existing job classification, the Union may, within thirty (30) working days of becoming aware of the new or modified classification, process a claim for a change in the regular compensation rate for such classification in accordance with the grievance and arbitration provision of this Agreement, provided, however, that it is expressly understood and agreed that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification. In the event of an arbitration respecting a compensation rate, the Union and the Hospital shall each submit a final proposed rate to the arbitrator selected in accordance with the Grievance and Arbitration Procedure and the arbitrator may select either rate, but may not compromise between rates.

## ARTICLE 13

### Job Bidding and Posting

- 13.01 Whenever the Hospital decides to fill a vacant position in the bargaining unit, the position shall be posted on the Union's bulletin board and on the bulletin board of the Department in which the vacancy occurs. A copy of the posting will be provided to the Union either by mail or by fax.
- 13.02 The posting shall include the number of hours, shift, title, department/clinical unit, pay range, requirements for the position and a description of the position. The notice shall remain posted for a period of seven (7) calendar days. An Employee may file a written request for the job vacancy with the Vice President of Human Resources or his/her designee within the seven (7) day posting period.
- 13.03 Should the Hospital decide to proceed to fill the vacancy, it shall be filled from within the bargaining unit from among the qualified Employees bidding for the position, provided that they have been employed in the classification from which they are bidding at least six (6) months and have satisfactory job performance. When there is more than one (1) qualified Employee bidding for the position, the most senior Employee shall be awarded the position. In the event of equal seniority, the highest score on the most recent performance evaluation shall be determinative. Should circumstances produce a staffing mix level that could negatively impact on patient care, or the operation of a department, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably withheld.
- 13.04 If there are no bidders or bidders qualified for the position within the bargaining unit, the Hospital may then seek to hire qualified employees from any available source.
- 13.05 Selection of the successful bidder shall be completed by the Hospital within twenty-one (21) days of the close of the bidding. The Employee selected shall be given three (3) calendar days from the notification of his/her selection to accept the new position. Failure to respond within the time specified shall constitute a rejection of the new position.
- 13.06 The placement of the successful bidder to the posted position may not be delayed more than thirty (30) calendar days after selection. Exceptions may be made by mutual agreement between the Hospital and the Union.
- 13.07 Employees who change classifications as a result of bidding under this provision shall be entitled to return to their prior positions within thirty (30) days of their being placed in the new position. An Employee may also elect to return to the Employee's former position or a similar position, provided such positions are available, within ninety (90) days of having been placed in a changed position as a result of bidding. Employees may not elect to return to their former position or a similar position if disciplinary proceedings have been instituted against them. Except as modified by this Article 13.07, Employees who change classifications as a result of bidding shall be deemed new Employees for the purpose of the probationary period under Article 2.07

**ARTICLE 14**  
**No-Strike - No-Lockout Provision**

- 14.01 No Employees shall engage in any strike (including, but not limited to, primary and sympathy strikes), sit-down, stay-in, slowdown, cessation or stoppage or interruption of work, or other interference with the operation of the Hospital during the term of this Agreement-
- 14.02 The Hospital agrees that it will not lock out Employees during the term of this Agreement.

**ARTICLE 15**  
**Non-Discrimination**

- 15.01 In accordance with applicable law, neither the Hospital nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, national origin, disability (when Employee is otherwise a qualified individual), Vietnam-era veterans' status, sex, age, marital status or Union membership.

**ARTICLE 16**  
**Drug Policy**

- 16.01 All Employees shall be subject to Nyack Hospital's Drug Policy which is attached hereto as Appendix C.

**ARTICLE 17**  
**Health and Safety**

- 17.01 The Hospital will observe all applicable health and safety laws and regulations, and will provide and maintain safe working conditions and a safe and healthful work environment.
- 17.02 The Hospital agrees to maintain a joint Health and Safety Committee composed of three (3) Employees selected by the Union from among all of the units of the Employees represented by the Union, and an equal number of individuals selected by the Hospital. Employees attending meetings of the Health and Safety Committee shall be compensated at the regular hourly rate of pay for all time spent in attendance at such meetings and all reasonable travel time associated with their attendance. Time spent at Health and Safety Committee meetings outside of an Employee's normal shift shall not be considered hours worked for purposes of determining overtime entitlement.
- 17.03 The Health and Safety Committee shall meet at least once every three (3) months or as mutually agreed by the members of the committee. The Health and Safety Committee shall determine the nature of all projects and assignments.
- 17.04 All Employees are encouraged to identify and report unsafe conditions or potential health hazards to their immediate supervisor. If the supervisor does not respond, or is not able to address and/or correct the condition within a reasonable period of time or immediately as conditions warrant, the Employee may direct this concern to the Health and Safety Committee.



- 17.05 Any Employee may address health and safety concerns to the Health and Safety Committee. The committee shall make recommendations for action by the Hospital.
- 17.06 No Employee shall be expected or permitted to work under conditions which will create an immediate and unduly hazardous threat to his/her safety or health.

## **ARTICLE 18**

### **Work Time**

#### 18.01 Normal Workday.

For the purpose of determining application of an Employee's regular compensation rate, the normal workday shall be eight (8) consecutive work hours, excluding any scheduled meal period.

#### 18.02 Normal Workweek.

For the purposes of determining application of an Employee's regular compensation rate, the Employee's normal work schedule shall be eighty (80) hours in a biweekly period. The normal workweek begins at 12:01 a.m. Sunday and ends the following Saturday at 12:00 midnight.

#### 18.03 Work Obligation.

Employees shall work the regular hours assigned. Where reasonable additional hours are required, they shall be assigned on the following basis:

- a) The Employer shall maintain and post a complete record of all overtime hours worked by each Employee on a calendar year basis. The record shall be updated weekly. The Employees shall be placed in order on the record with the most senior Employee in each classification being listed first in that classification and listing downward to the Employee of the least seniority.
- b) Where reasonable additional hours are required, volunteers shall be solicited and selected from within the same classification in which the additional hours are available. If more than one Employee volunteers, the additional hours shall be granted to that Employee with the least overtime hours worked as reflected on the record for the period commencing January 1 to the date on which the individual volunteers.
- c) In the event that insufficient volunteers exist, Employees shall be mandated in accordance with the provisions of Section (ii) above. If an Employee has previously worked more than 24 hours in addition to their regularly assigned hours during the pay period in which the need to mandate occurs, the Hospital will seek to mandate other Employees before such Employee, to the extent feasible. **Employees will be excused from a single mandated overtime assignment once per calendar year if they so desire. When two or more employees in the same department and shift request to be excused from the same**

**mandated overtime assignment, seniority shall prevail and the most senior employee shall be excused.**

- d) No Employee, except in an emergency, shall be required to work more than 16 consecutive hours, which shall include the Employee's regular shift, and periods of three (3) hours or less between or after the end of their shift, and the start of the next shift, (except for weekend only and other shifts as defined in Section 18.09). Following 16 hours of consecutive work (or such longer period as results from a shift defined in Section 18.09 combined with overtime hours), each Employee must be granted an 8 hour rest period before the performance of additional work, whether on the Employee's regular shift or on an overtime basis. Should the Employee's regular shift commence within the 8 hour rest period, the Employee shall not be required to report until the expiration of 8 hours. There shall be no pay for time not worked.
- e) All overtime hours, whether voluntary or mandated, are to be entered on the record.
- f) Employees will be allowed to split mandatory overtime and will be allowed to make an even exchange of overtime; provided, however, that it is the responsibility of the Employee mandated to assure that coverage is provided.

#### 18.04 Holidays.

Except as required by operational considerations, the Hospital shall maintain a holiday rotation for the holidays paired below:

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

#### 18.05 Rest Periods.

When operational conditions permit, Employees shall be entitled to two (2) paid fifteen (15) minute rest periods during their work shifts. When operational conditions permits, part-time Employees working more than three (3) hours but less than five (5) hours per shift are entitled to one (1) paid fifteen (15) minute rest period.

#### 18.06 Meal Periods.

Employees shall be entitled to one (1) thirty (30) minute unpaid meal period during their work shift. This meal period shall generally be taken as close as practical to the midpoint of their work shift.

Upon agreement by a majority of Employees in a department, the two (2) fifteen (15) minute rest periods described above in paragraph 18.05 may be combined with the thirty (30) minute meal

period to provide for a meal period of one (1) hour, unless operational conditions otherwise require on any given day.

18.07 Work Schedule - Posting.

The Hospital shall post a six week schedule at least two (2) weeks in advance of the scheduling period. Once a schedule is posted it may only be changed in an emergency,

18.08 Work Schedule -Swaps.

Employee requests to change their scheduled day or week shall be granted provided the Employee finds a qualified replacement, and such change does not cause the Hospital to incur additional premium compensation.

18.09 Shift Schedules.

It is the intention of the Hospital to conduct operations using shift schedules which are mutually agreeable among the Hospital and the Employees; provided, however, that in the event that the Hospital and Employees are unable to agree upon changes in shift schedules, the Hospital shall maintain those schedules which are in effect as of the effective date of this Agreement. Throughout the term of this Agreement, the Hospital, upon its initiative or upon the request of the Union, agrees to meet and discuss alterations in shift schedules. In the event that the parties are in agreement, alternate shift schedules shall be introduced on a trial basis. **Agreement upon such shift changes shall not be unreasonably denied.** Either the Hospital or the Union, upon 30 days notice to the other, may elect to terminate the trial and return to that shift schedule which existed immediately before the commencement of the trial. Should neither party elect to terminate the trial within 6 months of its commencement, the shift shall thereupon be deemed permanent. It is specifically agreed that the length of shift may vary from one classification to another.

In the assignment of Employees to shifts, full-time Employees shall be preferred to part-time Employees who shall be preferred to per-diem Employees.

18.10 Common Interest Forum.

- (a) A Common Interest Forum shall be created which will meet at least quarterly, to consider methods of improving working conditions, productivity and cost saving procedures. This committee will also be used as a clearing house for the exchange of information between the employer and the Union regarding planned actions or changes and their effects on represented employees, and as a forum to seek mutually acceptable ways of implementation, which enhance the employer's ability to grow, improve client service, and improve its competitiveness.

- (b) The committee shall consist of five (5) Union and five (5) Employer representatives one of which shall be the Director of Human Resources of the Hospital and one the Local Union's Business Agent or their designee.

## **ARTICLE 19**

### **Compensation for Time Worked**

#### 19.01 Regular Compensation Rate.

The regular compensation rate is the Employee's hourly wage rate plus any shift, experience, and/or educational differentials to which the Employee is entitled to under this Agreement. Regular compensation rates are set forth in Appendix "B".

#### 19.02 Premium Compensation Rate.

All hours worked in excess of forty (40) hours in a workweek shall be paid for at the rate of time and one-half (1 1/2) the individual Employee's regular hourly compensation rate. There shall be no pyramiding of overtime 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.

#### 19.03 Pay Periods.

The frequency of payment shall continue as heretofore. The Hospital will, to the extent reasonably feasible, take steps so that Employees actually working the evening shift prior to payday shall be paid on the evening preceding payday. If a holiday falls on a pay day, the Employees will be paid the day before the holiday.

#### 19.04 Paid Absences - Overtime Compensation.

The following categories of days off shall be considered as time worked for purposes of computing overtime pay: Paid Time Off, jury duty and bereavement. Long Term Illness Bank days shall not be considered as time worked for purposes of computing overtime pay.

#### 19.05 Holiday Pay Treatment

Employees required to work on one or more of the six (6) major holidays listed below, will be compensated as follows:

New Year's Day:	two (2) times the regular compensation rate.
Memorial Day:	one and one-half (1 <sup>1/2</sup> ) times the regular compensation rate
July 4th:	one and one-half (1 <sup>1/2</sup> ) times the regular compensation rate
Labor Day:	one and one-half (1 <sup>1/2</sup> ) times the regular compensation rate
Thanksgiving Day:	two (2) times the regular compensation rate.

Christmas Day: two (2) times the regular compensation rate.

**ARTICLE 20**  
**Compensation for Time Not Worked**

20.01 Paid Time Off.

The Nyack Hospital Paid Time Off Policy, a copy of which is attached as “Appendix D”, shall be applicable to all regular **full-time** and regular part-time Employees covered by this Agreement:

1. Vacation selections shall be made in order of seniority subject to the following:
  - (a) The selections of whole weeks (Normal Workweek and the Summer Period) shall be submitted prior to February 14<sup>th</sup> of each calendar year. Employees will be given approval prior to March 1<sup>st</sup>.
  - (b) The selection of day(s) shall begin on March 1<sup>st</sup> of each calendar year.
  - (c) Vacation requests made after March 15<sup>th</sup>, of each calendar year shall be on a first come first serve basis and shall not affect any vacation time selected prior to that date.
  - (d) The Vacation Period shall be the twelve consecutive months beginning on April 1<sup>st</sup> through March 31<sup>st</sup>, of each calendar year.
  - (e) Employees will be given written approval within four (4) weeks of selections.
  - (f) The Vacation Schedule shall be posted and maintained throughout the selection process. Disagreements between employees under this paragraph shall not be subject to grievance nor arbitration.
2. Doctors’ notes may be required for absences of less than three (3) work days, if management has reasonable grounds to suspect that the Employee has abused this benefit.

20.02 Long Term Illness Bank.

The Nyack Hospital’s Long Term illness Bank Policy, a copy of which is attached as Appendix “E”, shall be applicable to all regular **full-time** and regular part-time Employees covered by this Agreement.

1. The Long Term Illness Bank would be available once the Employee is absent twenty-four (24) consecutive scheduled work hours

2. Full-time Employees accrue at the rate of six (6) days per year with no maximum accrual.

20.03 Bereavement Leave.

A regular full-time or part-time Employee shall be eligible for four (4) days off with pay in the event of the death of said Employee's parent, spouse, child, brother, sister, parent-in-law, step-parent or a permanent member of the immediate household, or for two (2) consecutive days off with pay in the event of the death of said Employee's grandparent or grandchild. Part-time Employees are entitled to pay for normal hours worked under this provision. Such paid time off shall normally be taken within seven days from day of death.

20.04 Jury Duty.

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

20.05 Continuing Education Days,

Employees who are required to attend seminars and/or courses in order to maintain their credentials, during the Employee's scheduled hours of work, shall have such time considered as work time for all purposes under this Agreement.

**ARTICLE 21**  
**On-Call And Call-Outs**

21.01 On-Call: Pay.

An Employee who is required by the Hospital to be on-call shall be paid at the rate of four dollars and fifty cents (\$4.50) per hour on-call. **Commencing January 1, 2013, an Employee who is required by the Hospital to be on-call shall be paid at the rate of six dollars and fifty cents (\$6.50) per hour on-call.** An Employee on-call who is called into work shall be paid for a minimum of four (4) hours at his/her regular compensation rate. An Employee called back to work before the four (4) hour minimum has elapsed shall be paid for time worked at straight time, or at the overtime or the holiday rate, as applicable. Any hours which the Employee actually works shall be counted for purposes of overtime calculations. Any hours not worked shall be paid at straight time.

If an Employee is called in to work after the four (4) hour minimum period has elapsed, the Employee shall receive a minimum of four (4) hours and be paid as set forth above. The four (4)

hour minimum shall be paid for all subsequent call-ins after the previous four (4) hours (for which a minimum has been paid) have elapsed.

The following is an illustration of this formula as applicable to a full-time Employee who has already worked forty (40) hours in a work week:

<u>Call-In</u>	<u>Payment</u>
10:00 p.m. - 11:30 p.m.	Four hour minimum (1 ½ hours toward overtime and 2 hours towards straight time).
1:00 a.m. - 2:00 a.m.	Time worked (1 hour towards overtime).
2:30 am. - 3:30 a.m.	Four hour minimum (1 hour towards overtime and 3 hours toward straight time),
7:00 a.m. - 8:30 a.m.	Four hour minimum (1 ½ hours toward overtime and 2 1/2 hours towards straight time).

#### 21.02 On-Call: Assignments.

On-Call assignments shall be rotated among the qualified Employees, within the same job classification, on an equitable basis.

### **ARTICLE 22** **Unpaid Leaves**

#### 22.01 Educational Leave.

An Employee with more than twelve (12) months continuous service may be granted a leave of absence without pay for a period of up to twelve (12) months to pursue a course of study related to the services provided by Nyack Hospital. An Employee requesting such leave must make written application no later than six (6) weeks prior to the commencement of the leave. Educational leave requests shall not be unreasonably denied and the Hospital shall make every effort to advise the Employee of its decision no later than thirty (30) days from the date of the application. All available Paid Time Off must be paid in a lump sum in the last paycheck prior to the effective date of the leave if the leave is for six (6) months or more.

#### 22.02 Personal Leave.

At the Hospital's sole discretion, an Employee with more than twelve (12) months continuous service may be granted a personal leave of absence for up to three (3) months.

#### 22.03 Military Leave.

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

#### 22.04 Family and Medical Leave.

In accordance with the Family and Medical Leave Act of 1993 (“FMLA”), an Employee who has been employed by the Hospital for at least twelve (12) months, and who has worked at least one thousand two hundred and fifty (1250) hours for the Hospital during the twelve (12) months prior to the commencement of FMLA leave, is eligible for up to twelve (12) weeks leave of absence within a twelve (12) month period, without any loss of seniority for any of the following reasons:

- (a) birth of an Employee’s child;
- (b) placement of a child with the Employee for adoption or foster care;
- (c) in order to care for the Employee’s spouse, child, or parent with a serious health condition;
- (d) in order to care for the Employee’s own serious health condition that makes the Employee unable to perform his or her job.

The policies and procedures for taking FMLA leave shall be governed by the Nyack Hospital FMLA Policy, a copy of which is attached as Appendix F.

#### 22.05 Leave of Absence - Accruals.

While on an unpaid leave of absence, an Employee (a) shall not be entitled to earn Paid Time Off nor to accrue any benefit or seniority under this Agreement, and (b) shall not be covered by any existing health benefits (including dental and life insurance benefits) except that if an Employee is on a leave of absence pursuant to FMLA, he/she shall be covered by existing benefits for a period of up to three (3) months. Employees on leave of absence shall have the right to elect COBRA continuation coverage. Employees who have been on FMLA and have received a paid continuation of health benefits shall be entitled to elect COBRA coverage upon the cessation of payment for benefits by the Hospital.

#### 22.06 Leave of Absence - Reinstatement.

Reinstatement from a Leave of Absence is dependent upon a number of factors, including available approved budgeted positions which are being filled and for which the Employee is qualified. The Hospital does not guarantee reinstatement, except as provided for leaves covered by FMLA, **or in the case of disability absence, after exhaustion of any remaining hours in the employee’s Long Term Illness Bank.** Efforts will be made to give consideration for comparable employment for an available position in the department from which the leave was granted, or elsewhere in the Hospital. It is the responsibility of the Employee to notify his Department Director at least two (2) weeks prior to the anticipated date of return, and to discuss the possibility for continued employment. Failure to respond will result in termination on the effective date ending the Leave of Absence on the grounds of abandonment.



22.07 Leave of Absence - Use of Paid Time Off.

Except for the Paid Time Off lump sum requirement outlined in Article 22.01, Employees may, at their option, use any Paid Time Off they have coming during any portion of an unpaid leave.

**ARTICLE 23**  
**Wages and Differentials**

23.01 Wages.

Each job classification covered by this Agreement shall have a salary scale consisting of a minimum, midpoint and maximum hourly job rate. Such salary scale is set forth at Appendix B Schedule A to this Agreement.

Newly hired Employees may be hired between the minimum and the midpoint hourly rate of the salary scale set forth in Appendix B Schedule A provided that the employee shall receive (effective July 1, 2012) at least the minimum rate set forth in the Schedule B Table of Minimum Job Classification Rates attached to this Agreement. A newly hired Employee's start rate shall be determined on the basis of that Employee's background and experience in the classification they are being hired into. Effective July 1, 2012 after one full year of actual employment, employees shall receive at least the minimum rate set forth in the "one year" column of the Schedule B Table of Minimum Job Classification Rates.

The across the board increases shall be added to the employees current rate before the comparison is made to the minimum rates set forth in the Table.

Effective July 1, 2012, Employees covered by this Agreement and on the payroll of the Hospital on that date shall receive an increase of **2.0** percent in their base hourly rate in effect on June 30, 2012.

Effective July 1, 2013, Employees covered by this Agreement and on the payroll of the Hospital on that date shall receive an increase of **2.0** percent in their base hourly rate in effect on June 30, 2013.

Effective July 1, 2014, Employees covered by this Agreement and on the payroll of the Hospital on that date shall receive an increase of **2.0** percent in their base hourly rate in effect on June 30, 2014.

Effective July 1, 2015, Employees covered by this Agreement and on the payroll of the Hospital on that date shall receive an increase of **2.0** percent in their base hourly rate in effect on June 30, 2015.

Effective July 1, 2016, Employees covered by this Agreement and on the payroll of the Hospital on that date shall receive an increase of **2.0** percent in their base hourly rate in effect on June 30, 2016.

Per Diem rates are set forth in Schedule C and shall be adjusted as follows:

July 1, 2013	2 %
July 1, 2015	2 %

23.02 Promotional Wage Treatment

An Employee who is promoted to a higher rated bargaining unit job shall receive a promotional increase equal to the difference between the minimum hourly job rate of his/her current job and the minimum job rate of the higher level job classification.

23.03 Educational Differential.

Employees who are not required to obtain certification or registry for the performance of their job, and who have attained a registry or certification in their job classification from a recognized, certifying, educational organization will receive a differential in their hourly rate of \$1.00 per hour.

A Respiratory Therapist who performs polysomnography or EEG work shall receive a differential of seventy-five cents (\$.75) per hour for each hour of polysomnography or EEG work performed. Radiologic Technologist/Student Coordinator shall receive a differential of \$1.00 for each hour worked.

No Employee shall have their education differential removed as a result of this Agreement.

23.04 In-Charge Differential.

Employees who are asked to assume leadership responsibilities for a supervisor shall receive a Two Dollar (\$2.00) per hour in-charge differential **for each hour so worked**.

23.05 Shift Differential.

A shift differential shall be paid to Employees who work the evening or night shift. To be eligible, an Employee must work a minimum of four (4) hours into the evening or night shift. The evening shift includes all shifts starting on or after 2:30 P.M. The night shift includes all shifts starting on or after 10:30 P.M. The hourly differential for the evening shift shall be two dollars (\$2.00) and for the night shift three dollars (\$3.00) for all Employees.

23.06 Employees in the bargaining unit shall be eligible for a one percent (**1%**) upward wage adjustment if the Hospital obtains an overall patient satisfaction rating in excess of **ninety percent (90%)** for **four** consecutive quarters during the term of this Agreement. The employer may after consultation with the Union offer an additional incentive if this initial goal is achieved.

**ARTICLE 24**  
**Comprehensive Medical/Dental Coverage**

24.01 Eligibility.

Regular full time and part time Employees and their dependents are eligible for coverage under the Hospital's comprehensive medical and dental insurance benefits the first of the month following ninety (90) days of employment.

24.02 Employee Share of Premiums.

Full-Time Employees

For full-time Employees, the Hospital will pay 100% of the premium and 50% of the premium for their dependents for the first twelve (12) months of coverage and 100% thereafter, less the Employee co-share of monthly premium payments **as follows:**

<u>Plan Year</u>	<u>Single Coverage</u>	<u>Couples Coverage</u>	<u>Family Coverage</u>
2012	\$25/mo.	\$50/mo.	\$100/mo.
2013	\$32.50/mo.	\$60/mo.	\$110/mo.
2014	\$40.00/mo.	\$70/mo.	\$120/mo.
2015	\$47.50/mo.	\$80/mo.	\$130/mo.
2016	\$55.00/mo.	\$90/mo.	\$140/mo.
2017	\$62.50/mo.	\$100/mo.	\$150/mo.

Part-Time Employees

Part-time Employees have the option of purchasing (a) comprehensive medical and dental benefits; (b) comprehensive medical benefits only; or (c) dental benefits only. Where such insurance is purchased, the Hospital and the employee shall each pay 50% of the premium for (a) medical benefits and/or (b) dental benefits, as applicable for part-time Employees. Part-time Employees may purchase 100% coverage for their dependents by paying 100% of the premium for the first twelve (12) months of coverage and thereafter the Hospital and the part-time Employee shall each pay 50% for dependent coverage.

24.03 Level of Benefits.

Employees shall receive the same level of benefits as are provided to other Employees under the Hospital's medical and dental plans as such may be amended from time to time by the Hospital.

In the event the Hospital makes adjustments to the plans, it will notify the Union and discuss such changes before implementation.

**ARTICLE 25**  
**Hospital Services Discounts**

25.01 Eligible Employees receive such Hospital service discounts for inpatient and, outpatient services as are set forth in the Summary of Nyack Hospital's Comprehensive Benefits Program.

25.02 In the event the Hospital makes improvements to the Plan, it shall notify the Union and with the consent of the Union such improvements will be extended to unit Employees

## **ARTICLE 26**

### **Insurance Plans**

26.01 Life Insurance & Accidental Death & Dismemberment Plan.

Eligible Employees shall continue their participation in the Hospital's Group Life Insurance & Accidental Death & Dismemberment Plan in accordance with the terms and conditions of the Plan.

In the event the Hospital makes improvements to the Plan, it shall notify the Union and with the consent of the Union such improvements will be extended to unit Employees.

26.02 Universal and Supplemental Life Insurance.

Eligible Employees shall continue their participation in the Hospital's Universal Life Insurance Plan and the Supplemental Life Insurance Plan in accordance with the terms and conditions of the Plans and summarized in the Summary of Nyack Hospital's Comprehensive Benefits Program.

In the event the Hospital makes improvements to the Plan, it shall notify the Union and with the consent of the Union such improvements will be extended to unit Employees.

## **ARTICLE 27**

### **Tuition Reimbursement**

27.01 Eligibility.

Regular full-time and part-time Employees are eligible for reimbursement after three (3) months of employment.

27.02 Amount.

The Hospital shall provide an annual reimbursement of **Three Thousand Five Hundred Dollars (\$3,500)** per year for full-time Employees and an annual reimbursement of **One Thousand Seven Hundred and Fifty (\$1,750)** per year for part-time Employees.

27.03 Types of Courses Covered.

Courses covered are those given by an accredited college or university or by a reputable business school or licensed organization. The course must be considered beneficial to the Employee's present or future work at the Hospital, or is a service provided on the Hospital's premises.

27.04 Application for Tuition Reimbursement.

The Employee must complete the Application for Tuition Reimbursement form and submit it to her/his Department Director not later than three (3) weeks prior to registering for a course. The Employee shall be advised of the Hospital's decision within two (2) weeks of submission of the application. Approval shall not be unreasonably denied. Once approved, a copy of the original application will be returned to the Employee to be held until requesting reimbursement.

27.05 Reimbursement.

At the time the request for reimbursement is made, the Employee shall provide to the Human Resources Department with a copy of the approved tuition reimbursement application as well as the transcript of grades or certificate of satisfactory course completion. Reimbursement will only be made if the Employee passes the course with a grade of C or better.

**ARTICLE 28**

**Retirement Savings Plan/Pension Plan/Tax Deferred Annuity**

28.01 Retirement Savings Plan.

Eligible Employees shall participate in the Hospital's Retirement Savings Plan in accordance with the terms and conditions of the Plan.

28.02 Pension Plan.

Eligible Employees shall participate in the Hospital's Pension Plan in accordance with the terms and conditions of the Plan.

**The Hospital will make a yearly contribution to the Pension Plan on behalf of Bargaining Unit Employees, in amount equal to three percent (3%) of the Employee's base salary.**

28.03 Tax Deferred Annuity.

Eligible Employees shall participate in the Hospital's Tax Deferred Annuity Plan in accordance with the terms and conditions of the Plan.

28.04 In the event the Hospital makes improvements to any of the Plans described in this Article 28, it shall notify the Union and with the consent of the Union such improvements will be extended to unit Employees.

**ARTICLE 29**

**Management Rights**

29.01 The Hospital 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, discharge its Employees and direct them in their work, and
- (b) control all Hospital property.

**29.02** Except as this Agreement otherwise specifically provides, the management of the Hospital and the direction of the work force shall be in the sole discretion and the sole responsibility of the Hospital, and except as otherwise provided herein, the Hospital retains its sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operation of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties or causes the elimination or addition of titles or job; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement, except as limited herein- All the rights, powers, discretion, authority and prerogative possessed by the Hospital prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Hospital, except as limited herein.

### **ARTICLE 30**

#### **Effect of Legislation - Separability**

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

### **ARTICLE 31**

#### **Effective Dates and Duration**

31.01 Except as otherwise stated, this Agreement shall become effective upon ratification by the Employees covered by this Agreement, and remain in full force and effect until midnight June 30, **2017**, and from year to year thereafter, unless either party notifies the other in writing, not earlier

than one hundred and twenty (120) days nor later than ninety (90) days prior to expiration, of its intention to modify or terminate this Agreement.

Signed by the duly authorized representatives of the Hospital and the Union this \_\_\_\_ day of **December, 2012.**

**NYACK HOSPITAL**

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO AND ITS LOCAL 1103**

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David H. Freed, President & CEO

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Michael S. Garry, Staff Representative

---

Anthony Pugliese, Business Agent

---

Thomas Stala, Chief Steward

---

John Mathew, Steward

---

Robert Sherlock, Steward

---

Grace Tolbert, Steward

**APPENDIX A**

**Dues/Fees Check-Off Authorization Form**

I hereby authorize Nyack Hospital to deduct from my wages an amount equal to my regular Union dues, including initiation fees, as certified to the Hospital from time to time by the Secretary-Treasurer of the Communication Workers of America, or her/his duly authorized agent

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Classification \_\_\_\_\_

Work Shift \_\_\_\_\_

Weekly Wage Rate \_\_\_\_\_

Home Address \_\_\_\_\_

Work Address \_\_\_\_\_

Home Tel.# (      ) \_\_\_\_\_

Work Tel.# (      ) \_\_\_\_\_

Date \_\_\_\_\_



**APPENDIX "B"**  
**Schedule A Effective July 1, 2012**

<b>Job Classification</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Cardiac Ultrasound Tech	<b>18.36</b>	<b>22.95</b>	<b>27.54</b>
Certified Occupational Therapy Asst.	<b>17.95</b>	<b>22.44</b>	<b>26.93</b>
CT/Radiologic Technologist	<b>23.04</b>	<b>28.80</b>	<b>34.57</b>
EEG Technician	<b>13.81</b>	<b>17.27</b>	<b>20.72</b>
EKG Technologist	<b>13.81</b>	<b>17.27</b>	<b>20.72</b>
Lead EKG Technologist	<b>16.32</b>	<b>20.40</b>	<b>24.48</b>
Lead Nuclear Medical Technologist	<b>24.05</b>	<b>30.07</b>	<b>36.08</b>
Mammography Technologist	<b>22.89</b>	<b>29.33</b>	<b>35.19</b>
<b>MRI Technologist</b>	<b>25.50</b>	<b>31.88</b>	<b>38.25</b>
Nuclear Medicine Technologist	<b>24.48</b>	<b>30.60</b>	<b>36.72</b>
Physical Therapy Asst.	<b>17.95</b>	<b>22.45</b>	<b>26.93</b>
Radiologic Technologist	<b>22.44</b>	<b>28.05</b>	<b>33.66</b>
Respiratory Technician	<b>18.41</b>	<b>23.01</b>	<b>27.62</b>
Respiratory Therapist	<b>22.44</b>	<b>28.05</b>	<b>33.66</b>
Special Procedure Technologist	<b>23.46</b>	<b>29.33</b>	<b>35.19</b>
Sr. Radiologic Technologist	<b>22.89</b>	<b>28.61</b>	<b>34.33</b>
Surgical Technician	<b>16.95</b>	<b>21.19</b>	<b>25.43</b>
Ultrasound Technologist	<b>23.42</b>	<b>29.27</b>	<b>35.13</b>

**Schedule B Table of Minimum Rates**

Effective 7/1/12 newly hired employees and employees with more than one (1) year of job classification seniority at Nyack Hospital shall not be paid an hourly rate less than that set forth in this Table.

Effective 7/1/12 Job Classification	START	1 YEAR
Cardiac Ultrasound Tech	18.36	18.91
Certified Occupational Therapy Asst.	17.95	18.49
CT/Radiologic Technologist	23.04	23.74
EEG Technician	13.81	14.23
EKG Technologist	13.81	14.23
Lead EKG Technologist	16.32	16.81
Lead Nuclear Medical Technologist	24.05	24.78
Mammography Technologist	22.89	23.57
<b>MRI Technologist</b>	<b>25.50</b>	<b>26.27</b>
Nuclear Medicine Technologist	24.48	25.21
Physical Therapy Asst.	17.95	18.49
Radiologic Technologist	22.44	23.11
Respiratory Technician	18.41	18.96
Respiratory Therapist	22.44	23.11
Special Procedure Technologist	23.46	24.16
Sr. Radiologic Technologist	22.89	23.57
Surgical Technician	16.95	17.46
Ultrasound Technologist	23.42	24.12

**SCHEDULE "C"**  
**PER DIEM RATES\***

JOB CLASSIFICATION	Effective 7/1/12	Effective 7/1/13	Effective 7/1/15
Cardiac Ultrasound Tech	\$36.42	\$37.15	\$37.89
CT/Radiologic Technologist	\$35.32	\$36.03	\$36.75
EEG Technician	\$23.18	\$23.64	\$24.11
EKG Technologist	\$23.18	\$23.64	\$24.11
Nuclear Medicine Technologist	\$36.00	\$36.72	\$37.45
Mammography Technologist	\$35.32	\$36.03	\$36.75
MRI Technologist	\$40.57	\$41.38	\$42.21
Radiologic Technologist	\$35.32	\$36.03	\$36.75
Respiratory Technician	\$33.11	\$33.77	\$34.45
Respiratory Therapist	\$34.22	\$34.90	\$35.60
Surgical Technician	\$23.18	\$23.64	\$24.11
Ultrasound Technologist	\$36.42	\$37.15	\$37.89

**\*Employees transitioning from full time or part-time status will receive consideration for similar wage treatment before being changed to per diem status but shall otherwise be paid according to the above schedule.**

APPENDIX "C"  
**NYACK HOSPITAL**

**160 N. MIDLAND AVENUE, NYACK. NY 10960**

<b>SOURCE:</b>	<b>Human Resources</b>	<b>POLICY: Section II Y</b>
<b>APPROVAL:</b>	<b>Director of Human Resources</b>	<b>IMPLEMENTED: 6/96</b>
<b>SUBJECT:</b>	<b>Nyack Hospital Drug Policy</b>	<b>REVISIONS: 6/98,7/02,8/04</b>

**PAGE: 1 of 4**

**PURPOSE:**

This policy establishes guidelines intended to provide a safe, healthy and secure environment for employees, patients, customers, visitors, other individuals doing business with Nyack Hospital, as well as the public.

**SCOPE:**

This policy applies to employees of Nyack Hospital, except as may otherwise be provided in a collective bargaining agreement.

Pre-employment drug testing is required of all job candidates to whom the Hospital has extended a conditional offer of employment. In addition, drug testing is required for any current employee who receives and intends to accept a conditional offer of a promotion or transfer.

**POLICY:**

It is the goal of the Hospital to create a drug-free atmosphere in the workplace. To that end, listed below are activities considered to be misconduct and that could lead to disciplinary action, up to and including immediate termination.

This policy restricts certain specified substances and their related paraphernalia from being brought onto the Hospital's property<sup>(2)</sup> and/or from being in an employee's possession while he or she is engaging in Hospital business on or off the Hospital's premises. In addition, this policy prohibits all individuals from reporting to work, coming into the workplace, remaining on the premises of the Hospital, or otherwise engaging in Hospital business while in an impaired condition - whether by illegal drugs, under the influence of alcohol, or by prescription medication.

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<sup>2</sup> "Hospital property" includes (1) anywhere within the Hospital's premises, including parking lots and various Hospital locations; (2) driving or riding as a passenger in a Hospital vehicle; and (3) any locations where Hospital employees are rendering services on behalf of Hospital.

**NYACK HOSPITAL**

**160 N. MIDLAND AVENUE, NYACK. NY 10960**

**SOURCE: Human Resources**  
**APPROVAL: Director of Human Resources**  
**SUBJECT: Nyack Hospital Drug Policy**

**POLICY: Section II Y**  
**IMPLEMENTED: 6/96**  
**REVISIONS: 6/98,7/02,8/04**

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**I. COVERED SUBSTANCES:**

The following substances are covered by this policy:

- A. Alcoholic beverages of any kind, and
- B. Controlled and/or illegal drugs or substances which include all forms of narcotics, hallucinogens, depressants, stimulants and other drugs whose use, possession, or transfer is prohibited by law.
- C. Drugs prescribed by a physician, dentist or other person licensed by the state or federal government to prescribe or dispense controlled substances and/or drugs used in accordance with their instructions are subject to this policy if said drugs are (a) misused or abused, (b) pose a safety risk, or (c) otherwise impair the employee's mental or physical ability to perform his or her duties.

**II PROHIBITED ACTIVITIES:**

The following activities are prohibited while on employee is on the Hospital's property (defined above) or otherwise engaged in Hospital business:

- A. The manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of any controlled substance or illegal drug, including but not limited to stealing or diverting drugs from patients, patient units or other Hospital usage;
- B. The possession, use, sale, distribution, dispensation, receipt or consumption of alcoholic beverages;
- C. Being under the influence of alcohol, illegal drugs, or substances in any manner during business hours whether or not consumed on Hospital property and whether or not consumed outside of or during working hours (including meal and rest breaks);

**NYACK HOSPITAL**

**160 N. MIDLAND AVENUE, NYACK. NY 10960**

<b>SOURCE:</b>	<b>Human Resources</b>	<b>POLICY: Section II Y</b>
<b>APPROVAL:</b>	<b>Director of Human Resources</b>	<b>IMPLEMENTED; 6/96</b>
<b>SUBJECT:</b>	<b>Nyack Hospital Drug Policy</b>	<b>REVISIONS: 6/98,7/02,8/04</b>

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- D. Being impaired by lawfully prescribed drugs that have been misused or abused or which impair job performance. Employees should report any prescription drug use which may pose a safety risk or impair his/her physical or mental ability to perform his/her job duties to the Hospital's Employee Health Service, which will determine, together with the employee's health care provider, fitness for duty. The employee need not disclose the identity of the substance or the employee's medical condition to the employee's supervisor/manager; and
- E. Performing duties while under the influence of alcohol or controlled and/or illegal substances or drugs regardless of whether the employee is on or off Hospital property.

**III. DISCIPLINE:**

An employee who engages in conduct prohibited by this policy is subject to disciplinary action, up to and including immediate dismissal. Criminal prosecution may also be appropriate. At its sole discretion, the Hospital may offer or require participation in and successful completion of a drug or alcohol counseling or rehabilitation program, as a condition to reduce a disciplinary action and/or as a condition of continued employment.

If an employee is impaired or otherwise unfit for duty as determined by the Hospital at its sole discretion, then he or she may be disciplined up to and including immediate termination of employment.

**IV. DRUG TESTING:**

When a manager or supervisor has reasonable suspicion that the employee has violated the drug and/or alcohol prohibitions contained in this policy, the manager or supervisor at his or her sole discretion may require that the employee submit to drug and/or alcohol testing.

**PROCEDURE:**

Verification of impairment will be in the form of a urine screen to be performed at a certified laboratory not operated by the Hospital (but which may be located within the Hospital). The employee will be escorted by a manager/supervisor or designated individual to the laboratory site

**NYACK HOSPITAL**

**160 N. MIDLAND AVENUE, NYACK. NY 10960**

<b>SOURCE:</b>	<b>Human Resources</b>	<b>POLICY: Section II Y</b>
<b>APPROVAL:</b>	<b>Director of Human Resources</b>	<b>IMPLEMENTED; 6/96</b>
<b>SUBJECT:</b>	<b>Nyack Hospital Drug Policy</b>	<b>REVISIONS: 6/98,7/02,8/04</b>

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until such tests are complete. The privacy and dignity of the employee will be maintained to the extent possible. Appropriate chain of custody procedures shall be followed.

**I. REFUSAL TO SUBMIT:**

An employee's refusal to void within two hours of the request for a specimen, or attempts to alter or substitute a specimen provided for testing will be deemed a refusal to take the drug test and grounds for disciplinary action up to and including immediate termination of employment.

**II. REVIEW AND RESULTS:**

If a positive test is obtained, the employee may be subject to disciplinary action, up to and including immediate termination of employment.

**III. CONFIDENTIALITY:**

All alcohol and drug testing information specifically relating to individuals is confidential and should be treated as such by anyone authorized to review or compile records. Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any records relating to such test. Test results will be disseminated on a need-to-know basis. Test results may be used in a grievance or judicial proceeding involving the employee and the Hospital and may be disclosed in accordance with applicable law.

**IV. SELF-IDENTIFICATION:**

To assist employees who may have an alcohol or drug abuse problem, the Hospital has established an employee assistance program ("EAP"). An employee may self-identify and request to participate in the Hospital's EAP on a voluntary basis. At the Hospital's discretion, the employee may be required to agree to undertake and successfully complete a course of treatment and after-care deemed acceptable by EAP personnel, which may include medical examinations and testing.

**This policy represents guidelines only and is not a contract, express or implied, and does not alter the at-will status of employment.**

**NYACK HOSPITAL**

**160 N. MIDLAND AVENUE, NYACK. NY 10960**

<b>SOURCE:</b>	<b>Human Resources</b>	<b>POLICY: Section II Y</b>
<b>APPROVAL:</b>	<b>Director of Human Resources</b>	<b>IMPLEMENTED: 6/96</b>
<b>SUBJECT:</b>	<b>Nyack Hospital Drug Policy</b>	<b>REVISIONS: 6/98,7/02,8/04</b>

**9/04**

**Drug Abuse Policy Acknowledgement/Release**

I hereby consent to submit to urinalysis and/or other tests as shall be determined/required by Nyack Hospital, for the purpose of determining any drug and/or alcohol content thereof.

I agree that a certified laboratory may collect these specimens for these tests and may test them or forward them for analysis to a certified testing laboratory designated by Nyack Hospital, i further agree to and hereby authorize the release of the results of said tests to an authorized medical review officer (MRO) and Nyack Hospital,

I understand that it is the current, illegal use of drugs and/or abuse of alcohol that would prohibit me from being employed at Nyack Hospital. Applicants for employment will be tested for the use of illegal drugs, whereas employees can be tested for the use of illegal drugs and alcohol.

I further agree to hold harmless Nyack Hospital and its agents {including the certified laboratory and the collection site) from any liability arising in whole or part out of the collection of specimens, testing, and use of the information from said testing in connection with Nyack Hospital's consideration of my employment, or my employment application if a candidate for employment.

I further agree a reproduced copy of this consent and release form shall have the same force and effect as the original.

I also hereby certify that I have received and read the Nyack Hospital Drug Policy and have had the drug-free workplace program explained to me. I understand that if my performance indicates it is necessary, I will submit to a drug and/or alcohol test. I also understand that failure to comply with a drug and/or alcohol testing request or a confirmed positive result for the illegal use of drugs and/or alcohol may lead to discipline up to and including termination of employment.

I have carefully read the foregoing and fully understand its contents.

Applicant/Employee:

Print Name: \_\_\_\_\_ Soc.Sec.No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

This form will become part of an employee's personnel file.



**Appendix D**

**HUMAN RESOURCES POLICIES & PROCEDURES MANUAL IVA**

**Nyack Hospital  
Page 1 of 6**

**PAID TIME OFF**

**Subject: PAID TIME OFF (PTO)**

**POLICY**

It is the policy of Nyack Hospital to provide Paid Time Off (PTO) for personal needs and routine illnesses by providing the employee with various options for utilization of time accrued by the use of the Paid Time Off Program.

Paid Time Off is made available to provide each employee more flexibility in the use of his/her Paid Time Off while allowing the Hospital to better schedule absences so as to provide appropriate coverage and reduce costs due to unexpected absences.

Permission to utilize Paid Time Off for other than routine illnesses is granted with the approval of the Department Director/ Supervisor based on the needs of the Hospital, the reasons for requesting time off, the time preference and employees length of service.

Paid Time Off may also be utilized for routine illnesses as detailed in Section IV of this policy (Uses of Accrued Time)

**II. ELIGIBILITY:**

All regular full-time and regular part-time employees.

Part-time employees accrue Paid Time Off on a pro-rata basis determined by the number of regularly-scheduled hours.

**III. ACCUMULATION OF BENEFITS:**

Paid Time Off accrues monthly to an annual maximum of 26, 31 or 36 days, with the number of days accrued determined by job category and years of continuous service. (See Paid Time Off Allowance schedules which are attached and which change on January 1, 2009 for some job categories.)

Included in the annual Paid Time Off bank is accrual for the seven (7) major holidays recognized by the hospital.

They are:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Christmas

Paid Time Off for each of the seven (7) major holidays accrues if the employee is in an approved pay status on that holiday. Paid Time Off begins to accrue for newly-hired eligible employees at the first hour worked, but may not be taken until completion of the three (3) month probationary period except for the seven (7) major holidays, which may be taken as accrued

(Attachment A)

**HUMAN RESOURCES POLICIES & PROCEDURES MANUAL**  
**Nyack Hospital**  
**Page 2 of 6**

**IV A**  
**PAID TIME OFF**

**Subject: PAID TIME OFF (PTO)/Accumulation of Benefits** (continued)

An employee must work the entire month in order to be eligible for full accrual credit for that month's service.

An authorized excused absence for a period of less than thirty (30) days does not constitute a break in service for purposes of Paid Time Off benefit accrual.

If an employee is separated from a position by an unpaid leave of absence for a period of thirty (30) days or more, this would constitute a break in service for Paid Time Off benefit accrual purposes. No Paid Time Off credit will accrue while an employee is on an unpaid leave. If an employee's status changes from temporary to permanent, the employee will begin to accrue Paid Time Off benefits on the effective date of change.

If an employee changes their hourly commitment, their monthly Paid Time Off accrual is pro-rated from the first of the month following the effective date of change.

An employee's anniversary date always remains the same for Paid Time Off benefit accrual purposes regardless of change of status.

**IV. USES OF ACCRUED TIME:**

In all instances in which an employee is eligible to use a day of accrued time, the use of a day of accrued time will be charged.

**A. HOLIDAYS:**

If an employee works on a scheduled holiday, or a scheduled holiday falls on a regular day off, the employee shall have one regularly-scheduled work day off as a substitute holiday to be added to his/her Paid Time Off accrual.

In addition, employees required to work on one or more of the six (6) major holidays listed below will be compensated at the rate of:

NEW YEAR'S DAY 2 times regular compensation rate.

MEMORIAL DAY 1- ½ times regular compensation rate.

INDEPENDENCE DAY 1- ½ times regular compensation rate.

LABOR DAY 1- ½ times regular compensation rate.

THANKSGIVING DAY 2 times regular compensation rate.

CHRISTMAS DAY 2 times regular compensation rate.

To be eligible for the holiday with pay or a substitute holiday, unless his/her absence has been approved by his/her supervisor, the employee must have been in an approved pay status on the last scheduled work day before the holiday and on the next scheduled work day after the holiday otherwise the employee forfeits the holiday. Satisfactory proof of reason for absence may be required by the department director.

(Attachment A)

**HUMAN RESOURCES POLICIES & PROCEDURES MANUAL**

**Nyack Hospital**

**Page 3 of 6**

**Subject: PAID TIME OFF (PTO)/Holidays (continued)**

**IV A**

**PAID TIME OFF**

There is no waiting period for employees to be eligible to receive holiday pay for the recognized Hospital holidays (Thanksgiving, Christmas, New Year's Day, Memorial Day, Independence Day, Labor Day and President's Day.)

**B. ROUTINE ILLNESS:**

1. Routine illness is defined as sick leave due to illness or injury of twenty-four (24) consecutively- scheduled work hours duration or less.

Paid Time Off For medical reasons will be granted as needed, and only upon evidence which is satisfactory to the employees supervisor. A doctor's certificate is required for any illness which exceeds three (3) days, and may be requested for shorter absences. Verification by the Employee Health Physician may be required. During short-term absences due to an employees injury or illness, employees will have one hour of accrued Paid Time Off deducted for each hour of the first twenty-four (24) consecutively-scheduled work hours.

2. After this period, the Shod-Tem, Disability Plan and eligibility to use Long Term Illness Bank become effective. Long term illness is defined as sick leave of twenty-four (24) consecutively-scheduled work hours duration. Employees who do not have Long Term Illness Bank time available may utilize their Paid Time Off to make up 100% of their wage (Long Term Illness Bank program is described in Policy IV B)

**C. VACATIONS:**

Accrued time not used for holidays or routine illness may be used for vacations provided such schedule is approved in advance by the employees department director and the employee has enough time accrued to cover the time off.

**D. OTHER USES:**

1. **Approved Days Off:** An employee may request a day (or days) off for any purpose. All such requests shall be made in advance whenever possible.
2. **Approved Partial Days Off:** Eligible non-exempt employees who work a portion of a regularly- scheduled working day will receive accrued time for the portion of the day not worked.
3. **Unapproved Days Off:** Eligible employees who are absent from work (for any reason) on a regularly- scheduled working day shall have one (1) day deducted from their Paid Time Off account.

(Attachment A)

**HUMAN RESOURCES POLICIES & PROCEDURES MANUAL**  
**Nyack Hospital**  
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**IV A**  
**PAID TIME OFF**

**Subject: PAID TIME OFF (PTO)/Other Uses (continued)**

**E. CARRYOVER:**

Paid Time Off earned during any calendar year and unused at the end of the same calendar year maybe carried over for use during the following calendar year. If department operational conditions prevent the employee from using all of the entitled Paid Time Off time within this period, the department director must request approval for no more than a three-month extension. The department director must request the extension prior to the end of the calendar year to the Director of Human Resources. Paid Time Off entitlement must be completed within this period. If not, the time will be forfeited.

**F. PAYMENT FOR PAID TIME OFF:**

Paid Time Off wages will be paid at the hourly rate in effect on the last day worked preceding the Paid Time Off.

Paid Time Off pay shall include shift differential for an employee who is regularly assigned for work on the evening or night shift.

Upon the Department Director's approval, employees may request a check for Paid Time Off pay in advance of their scheduled vacation of at least one (1) week's duration. Requests will be honored for onl]y one pay period in advance. The department director is responsible to notify Payroll for the period of time such payment is to be made.

Pay in lieu of Paid Time Off is prohibited except for terminal Paid Time Off benefits. All Paid Time Off hours are included for purposes of overtime calculation.

**G. PAYMENT FOR UNUSED PAID TIME OFF UPON TERMINATION:**

Upon termination, an eligible employee who has worked more than three (3) consecutive months is entitled to receive pay for any unused accumulated Paid Time Off.

Upon conversion to per diem status or upon voluntary resignation of employment, an eligible employee who has completed his/her three (3) month probationary period will be paid for all accrued Paid Time Off in the employee's account, provided that the employee has given the required written notice of resignation, in the case of an involuntary termination without cause, such an employee will be paid for all accrued Paid Time Off. In the case of the death of an employee, all accrued Paid Time Off in the employees account will be paid to the "estate of the employee".

An employee who is terminated for cause or resigns without proper notice will not be entitled to accrued Paid Time Off for the current calendar year. The employee would be eligible for Paid Time Off accrued for the previous calendar year of service which had been earned but not used.

(Attachment A)

**HUMAN RESOURCES POLICIES & PROCEDURES MANUAL**  
**Nyack Hospital**  
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**IV A**  
**PAID TIME OFF**

**Subject: PAID TIME OFF (PTO)/Payment for Unused Paid Time Off Upon Termination (continued)**

Proper notice upon resignation is considered to be the following:

<b><u>JOB CATEGORY</u></b>	<b><u>NOTICE REQUIRED</u></b>
Employee in job categories eligible for 26 Paid Time Off days =	2 weeks
Employee in job categories eligible for 31 Paid Time Off days =	3 weeks
Employee in job categories eligible for 36 Paid Time Off days =	4 weeks

Paid Time Off days cannot be included in termination notice requirements.

Payment upon termination will not be considered unless the employee has been employed at least three (3) consecutive months.

**H. GENERAL INFORMATION:**

Any employee who is on a disciplinary suspension shall not be permitted to use Paid Time Off for the time he or she is suspended from work.

If any accrued Paid Time Off time is available, it must be used before requests for unpaid time off can be granted.

**USAGE FOR “UNPLANNED” PAID TIME OFF:**

General Paid Time Off may be used for “unplanned” time off, i.e., time off where an employee is unable to attend work because of personal illness, illness in the immediate family, or compelling personal matters for which advance scheduling is not possible. To be eligible to use Paid Time Off for “unplanned” time off, an employee must have completed his/her probationary period and must give notice of his/her absence to the designated supervisor at least one (1) hour prior to the employee’s scheduled starting time or that time frame set by their department manager, but no greater than one hour will be required, if he/she works the day shift; or two (2) hours prior to his/her scheduled starting time if he/she works the evening or night shift, unless failure to give such notice is for reasons that are reasonably satisfactory to the Hospital. In addition, the Hospital may request, and the employee shall provide if so requested, evidence satisfactory to the Hospital with respect to

such absence. Unscheduled Paid Time Off will not be used to supplement tardiness unless the lateness is due to emergency situations approved by the department manager.

(Attachment A)

**HUMAN RESOURCES POLICIES & PROCEDURES MANUAL**  
**Nyack Hospital**  
**Page 6 of 6**

**IV A**  
**PAID TIME OFF**

**Subject: PAID TIME OFF (PTO)/General Information (continued)**

**VACATION/PERSONAL USE OF PAID TIME OFF:**

Paid Time Off may be scheduled for time off requests and may be scheduled for any length (up to the total accumulated Paid Time Off) with prior approval by the Department Director/Supervisor based on the operational needs of the department.

It is important to remember that accumulated Paid Time Off is also “insurance- against loss of income in case of short term illness. Employees are encouraged to retain a balance of Paid Time Off to protect against such loss of income.

If an employee becomes seriously ill or injured with physician documentation during a Paid Time Off period, he/she will continue on Paid Time Off until the requested time has expired since there’s no differentiation in type of time to be used in Paid Time Off. If at the end of the Paid Time Off period the employee is unable to return to work because of illness or injury, he/she will then be eligible to draw any additional accumulated Paid Time Off or Long Term Illness Bank time to cover the remaining absence. If the employee has unused time in the Long Term Illness Bank, he/she may begin using it, rather than Paid Time Off, from the fifth (5th) regularly-scheduled work day of absence.

**PAID TIME OFF ALLOWANCE SCHEDULE**  
**EFFECTIVE July 1, 2007 – December 31, 2008**

<b><u>JOB TITLE</u></b>	<b><u>AFTER 1 YR</u></b>	<b><u>AFTER 3 YRS</u></b>	<b><u>AFTER 5 YRS</u></b>	<b><u>AFTER 10 YRS</u></b>
Assistant, Certified Occupational Therapy	31		36	
Assistant, Physical Therapy	31		36	
Technician, Cardiac Ultrasound	36			
Technician, EEG	26		31	36
Technician, EKG	26		31	36
Technician, EKG Lead	26		31	36
Technician, Respiratory Therapy	31		36	
Technician, Surgical	36			
Technologist, CT Radiologic	36			
Technologist, EKG	26		31	36
Technologist, Lead EKG	26		31	36
Technologist, Lead Nuclear Medicine	36			
Technologist, Nuclear Medicine	36			
Technologist, Radiologic	36			
Technologist, Radiologic Sr.	36			
Technologist, Special Procedure	36			
Technologist, Sp. Procedure/	36			
Student Coordinator				
Technologist, Ultrasound	36			
Technologist, Ultrasound Sr.	36			
Therapist, Respiratory	31		36	

**PAID TIME OFF ALLOWANCE SCHEDULE**  
**EFFECTIVE JANUARY 1, 2009**

<b><u>JOB TITLE</u></b>	<b><u>AFTER 1YR</u></b>
Cardiac Ultrasound Tech	36
Certified Occupational Therapy Asst.	36
CT/Radiologic Technologist	36
EEG Technician	36
EKG Technologist	36
Lead EKG Technologist	36
Lead Nuclear Medical Technologist	36
Mammography Technologist	36
Nuclear Medicine Technologist	36
Physical Therapy Asst.	36
Radiologic Technologist	36
Respiratory Technician (formerly Respiratory Tech III)	36
Respiratory Therapist	36
Special Procedure Technologist	36
Sr. Radiologic Technologist	36
Surgical Technician	36
Ultrasound Technologist	36



APPENDIX "E"

Nyack Hospital Long Term Illness Bank

I. POLICY:

It is the policy of Nyack Hospital to provide Long Term Illness Bank paid time off for employee illnesses or injuries requiring extended absence from work. Long Term Illness Bank will be available for use in the event of medical conditions requiring absence of more than twenty-four (24) consecutively-scheduled work hours.

II. ELIGIBILITY:

All regular full-time and regular part-time employees.

Part-time employees will accrue Long Term illness Bank time on a pro-rata basis determined by the number of regularly-scheduled hours.

III. ACCRUAL:

Full-time employees will earn six (6)\* days per calendar year, earned on a monthly basis. Long Term Illness Bank time can be accrued without limitation.

Long Term Illness Bank accrues from Date of Hire, but may not be used during the first three (3) months of employment.

IV. USE OF LONG TERM ILLNESS BANK:

Long Term Illness Bank time may be used for documented illnesses of twenty-four (24) consecutively-scheduled work hours. If an illness or injury causes absence from work of twenty-four (24) consecutively-scheduled work hours, the employee may access the Long Term Illness Bank from the first day of such absence.

A physician's note must be submitted for all absences resulting in use of Long Term illness Bank accrual.

The hospital reserves the right to have an employee's illness verified by the Employee Health Office either in the hospital or at the employee's home.

Long Term Illness Bank time may not be used for work-related injuries or illnesses compensable by Workers' Compensation insurance.

Most employees are eligible for benefits as provided by the New York State disability law, (After the seven (7) day waiting period, employees may choose to file for New York State disability in lieu of using their Long Term Illness Bank time.)

When Long Term Illness Bank pay is paid as a result of a maternity case as in other illnesses or injuries, employees will be entitled to Long Term Illness Bank pay ONLY for those days which they are deemed medically unable to work by the physician.

Long Term Illness Bank time will not be included in the calculation of overtime.

Upon termination of employment, unused Long Term Illness Bank time will be forfeited. During the resignation notice period, use and payment of LTIB hours is prohibited.

\* A day is defined as 8 hours.

**APPENDIX “F”**  
**Nyack Hospital Family Medical Leave**

**POLICY**

It is the policy of Nyack Hospital to comply with the Family/Medical Leave Act of 1993 (FMLA). Nyack Hospital will provide eligible employees a maximum of 12 weeks leave for covered medical and family reasons.

**I. Eligibility:**

An eligible employee has:

1. been employed by Nyack Hospital for at least 12 consecutive months and
2. has worked at least 1250 hours during the previous 12 months that precede the request for Family/Medical Leave.

**II. Definition of Family/Medical Leave:**

Family/Medical Leave is an approved absence available to eligible employees for a maximum of twelve (12) weeks of paid/unpaid leave per twelve (12) month period. The twelve (12) month period is calculated on a rolling basis going backwards from the date of the current leave.

Where medically necessary, an Intermittent Leave may be taken in separate blocks optima due to a single illness/injury rather than for one continuous period of time. An Intermittent Leave can range in periods of time from one hour to several weeks. If an employee works on a part-time basis and wishes to take Intermittent Leave, the amount of leave to which an employee is entitled is determined on a pro rata basis. If an employee's schedule varies from week to week, the average weekly hours worked during the last twelve (12) consecutive weeks prior to the leave will be used to calculate the entitlement,

A Reduced Hour Leave Schedule will provide for an employee's usual number of work hours per day or per week to be reduced. If an Intermittent or Reduced Hour Leave causes undue hardship to the department, the employee may be asked to transfer to an available alternate position on a temporary basis provided the employee is qualified, will receive equivalent pay and benefits and the position better accommodates the leave.

**III. Benefits During Leave Period:**

Group Health benefits will be continued during the twelve (12) week period on the same basis as coverage would have been continued had the employee been actively and continuously at work. Any contribution requirement will continue during the leave. An employee is required to contact the Human Resources Department to make arrangements for continued payments Benefit time (PTO and LTIB} and seniority will not accrue during the unpaid portion of the leave.

An employee requesting a medical leave for their own serious health condition must first use accrued PTO hours and may use accrued LTIB hours if absence exceeds four (4) consecutive work days. An employee requesting a leave to care for a family member is required to use all accrued PTO time as part of the twelve (12) workweek leave. LTIB time may not be used for the care of a family member.

#### **IV. Conditions of Leave:**

Conditions for which FMLA Leave may be taken are:

1. Birth of a child of the employee or in order to care for such child or the placement of a child with the employee for adoption or foster care- The definition of "child" also includes a stepchild, legal ward or a child of a person standing in loco parents who is under age 18 or if older, incapable of caring for themselves due to physical or mental disability. (Entitlement for these purposes expires twelve (12) months following the date of birth or placement and may not be taken as an Intermittent or Reduced Hour Leave.)
2. To care for a spouse, child or parent with a serious health condition. A spouse is defined as a husband or wife as recognized under N.Y.S. law for purposes of marriage. The definition of parent includes biological, adoptive or one who stood in loco parentis when the employee was a child but not an in-law
3. A serious health condition of the employee which renders the employee unable to perform the functions of his/her position. (A leave for this purpose, may be extended for up to nine (9) months but the Family/Medical Leave Act provisions will only apply to the first twelve (12) weeks as outlined in this policy.

A serious health condition is defined as an injury, illness, impairment or physical or mental condition that involved in patient care hi a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. A serious health condition causes more than three (3) days' absence from work or if left untreated, would result in such absence.

Some conditions not covered are routine physical, regular orthodontia visits, elective cosmetic surgery and current substance abuse without treatment.

4. Spouses employed by the same employer are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement of a child for adoption or foster care and to care for a parent (but not a parent-in-law) who has a serious health condition.

It is expected that an employee will not work elsewhere while on a FMLA leave from Nyack Hospital. Such action will result in termination.

**V. Return to Work:**

An employee whose leave does not exceed the twelve (12) weeks, will be returned to the same or an equivalent position with equivalent pay, benefits and other terms and conditions of employment.

However, if an employee would have lost his/her position due to a workforce reduction and/or a layoff during the leave period, the employee will not be entitled to reinstatement.

Employees returning from medical leave are required to submit their physician's written authorization to return to duty two (2) weeks prior to the return date. Failure to return from a leave will be considered a voluntary resignation.

**PROCEDURE**

1. An eligible employee may request a FMLA leave by completing a "Request for Family/Medical Leave Form" and submitting the completed form to their department manager. Whenever possible, thirty (30) days notice should be given.
2. An employee requesting a leave will be given a "Certification of Physician or Practitioner Form" to have completed by their Health Care Provider. Whenever possible, this form must be submitted prior to the beginning of the leave. This form documents the reason for the leave and the anticipated length of the leave.
3. The Department Director will either approve or deny the leave and forward the documentation to the Human Resources Department.
4. The Human Resources Department will review the request and notify the employee and the department of the decision and the procedure to follow.
5. The department is responsible for the appropriate coding of the time cards and tracking of the FMLA absences using the approved form.
6. Under the law, all records associated with the Family/Medical Leave Act must be maintained for no less than three (3) years.

[Side Letter] [2]

Richard M. Martini

Communications Workers of America,

AFL CIO

80 Pine Street, 37th. Floor

New York, NY 10005

Dear Mr. Martini:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between Nyack Hospital and the Communication Workers of America and its Local 1103, This letter will confirm our understanding that as all Respiratory Therapists have attained, and are required to maintain, Registry by the National Board for Respiratory Care. The educational differential for the registration has been included within the base rate and accordingly there is no additional educational differential paid for that registry.

If the foregoing accurately and completely reflects our understanding and agreement, please acknowledge the same by signing this letter in the space provided below.

Sincerely yours,

Daria Jeffers

Vice President – Human Relations

ACKNOWLEDGED AND AGREED:

COMMUNICATIONS WORKERS OF

AMERICA, AFL-CIO AND ITS LOCAL 1103

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Richard M. Martini

[Side Letter][4]

December 5, 2012

**Michael S. Garry  
Staff Representative  
Communications Workers of America  
AFL-CIO  
20 Prospect St. Suite 212  
Ballston Spa, NY 10005**

**Dear Mr. Garry:**

**This will confirm our agreement that in addition to their base hourly wage rate, all Bargaining Unit Employees in the following classifications receive a two dollar (\$2.00) per hour differential in consideration of their required technical certification for contrast injection:**

**CT/Radiologic Technologists,**

**MRI Technologists, and**

**Special Procedure Technologists.**

**Sincerely yours,**

**Mary K. Shinick  
Vice President of Human Resources**

**ACKNOWLEDGED AND AGREED:  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO AND ITS LOCAL 1103**

**Michael S. Garry**

[Side Letter][5]

**December 5, 2012**

**Michael S. Garry  
Staff Representative  
Communications Workers of America  
AFL-CIO  
20 Prospect St. Suite 212  
Ballston Spa, NY 10005**

**Dear Mr. Garry:**

**This will confirm that we have agreed that if an employee believes an assignment is improper or inappropriate for good patient care, the employee shall notify his/her supervisor. The supervisor will then review the assignment and decide whether it is proper and will so advise the employee.**

**Sincerely yours,**

**Mary K. Shinick  
Vice President of Human Resources**

**ACKNOWLEDGED AND AGREED:  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO AND ITS LOCAL 1103**

**Michael S. Garry**





OPEIU 153, afl-cio