

NYSNA MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT (the 'Agreement') entered into this 19th day of June 2014 by and between the City of New York and the New York City Health & Hospitals Corporation (the 'Employer') and the New York State Nurses Association (the 'Union') modifying certain collective bargaining agreements between the Employer and the Union that expired on January 20, 2010, as set forth more particularly below.

IN WITNESS THEREOF NOW, THEREFORE, it is mutually agreed as follows:

1. **Term of Agreement**

The NYSNA unit agreement that expired January 20, 2010 shall be replaced by a successor agreement that shall continue all terms and conditions except as modified or amended below. The term of the successor agreements covering employees represented by the Union in the bargaining unit ("Employees") shall be from January 21, 2010 through June 5, 2019.

2. **Ratification Bonus**

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

3. **2010-2012 Round**

- a. The general increases, effective as indicated, shall be:
- i. Effective July 21, 2015, Employees in the units described above shall receive a general increase of 2.00%.
 - ii. Effective July 21, 2016, said Employees shall receive an additional general increase of 1.961%.
 - iii. Effective July 21, 2017, said Employees shall receive an additional general increase of 2.00%.
 - iv. Effective July 21, 2018, said Employees shall receive an additional general increase of 1.9605%.

- v. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in 3.a.i., 3.a.ii, 3.a.iii, and 3.a.iv. on the basis of computations heretofore utilized by the parties for all such Employees.
 - vi. The Per Visit rate shall be increased by the same amounts as provided in Section 3(a)(i) through 3(a)(v).
- b. The increases provided for in 3.a. above shall be calculated as follows:
- i. The general increase in 3.a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2015.
 - ii. The general increase in 3.a.ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2016.
 - iii. The general increase in 3.a.iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2017.
 - iv. The general increase in 3.a.iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2018.
- c. Wage increases to be applied to salary consistent with the terms of the collective bargaining agreement and past practice -- that is, applied to an individual's base and his/her experience/longevity based upon what he or she currently receives. Wage increases are not applied to the experience/longevity schedule

4. Structured Retiree Claims Settlement Fund

Upon ratification, the City/HHC shall establish a Structured Retiree Claims Settlement Fund in the total amount of \$16.3 million to settle all claims by retirees who have retired between January 21, 2010 through July 31, 2014 concerning wage increases arising out of the 2010-2012 round of bargaining. The Fund will be distributed based upon an agreed upon formula.

5. All employees who retire after July 31, 2014 shall receive lump sum payments based on the same schedule as actives as set forth below in Paragraph 6.

6. Lump Sum Payments stemming from the 2010-2012 Round and schedule for actives for those continuously employed as of the date of payout.

- i. 12/21/15 ----- 12.50% (1/8 of the balance as of this date)
- ii. 12/21/17 ----- 12.50% (1/7 of the balance as of this date)
- iii. 12/21/18 ----- 25.00% (1/3 of the balance as of this date)
- iv. 12/21/19 ----- 25.00% (1/2 of the balance as of this date)
- v. 12/21/20 ----- 25.00% (representing the remainder of the balance)

7. **General Wage Increases**

a. The general increases, effective as indicated, shall be:

- i. Effective July 21, 2013, Employees in the units described above shall receive a general increase of 1.00%.
- ii. Effective July 21, 2014, said Employees shall receive an additional general increase of 1.00%.
- iii. Effective July 21, 2015, said Employees shall receive an additional general increase of 1.00%.
- iv. Effective July 21, 2016, said Employees shall receive an additional general increase of 1.50%.
- v. Effective January 21, 2018, said Employees shall receive an additional general increase of 2.50%.
- vi. Effective January 21, 2019, said Employees shall receive an additional general increase of 3.0%.
- vii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in 7.a.i., 7.a.ii, 7.a.iii, 7.a.iv., 7.a.v, and 7.a.vi. on the basis of computations heretofore utilized by the parties for all such Employees.
- viii. The Per Visit rate shall be increased by the same amounts as provided in Section 7(a)(i) through 7(a)(vii).

- b. The increases provided for in 7.a. above shall be calculated as follows:
 - i. The general increase in 7.a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2013.
 - ii. The general increase in 7.a.ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2014.
 - iii. The general increase in 7.a.iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2015.
 - iv. The general increase in 7.a.iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2016.
 - v. The general increase in 7.a.v. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect January 20, 2018.
 - vi. The general increase in 7.a.vi. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect January 20, 2019.
- c. Wage increases to be applied to salary consistent with the terms of the collective bargaining agreement and past practice -- that is, applied to an individual's base and his/her experience/longevity based upon what he or she currently receives. Wage increases are not applied to the experience/longevity schedule.
- d. The general increases shall not be applied to the "additions to gross".

8. Continued Suspension of Article III, Section 4 Parity Provision

The parties agree to continue the suspension of Section 4 of the 2007-2010 Collective Bargaining Agreement for the term of this 2010-2019 Agreement.

9. Health Savings and Welfare Fund Contributions

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee (see attached).

10. Childcare and Eldercare Funds

Effective 7/21/14 and continuing thereafter , 0.5% of the gross payroll annually shall be paid into a fund for the provision of childcare and eldercare benefits for covered employees as determined by the joint committee.

Payments shall be calculated on a quarterly basis and paid within 60 days of the end of each quarter.

There shall be a joint committee consisting of an equal number of members of the City/HHC and NYSNA who will engage in a process to develop programs and rules to use the available funds pursuant to an appropriate trust agreement agreed to by the parties.

All decisions shall be reached jointly by the committee, and all decisions of the joint committee shall be final.

Consistent with the requirements of HIPPA, the employer agrees to make available to the Childcare and Eldercare Funds such records of employees that the Fund may require to operate the Fund. The information provided shall not be used for any other purpose.

It is the parties' intent that the Fund will be in operation no later than June 2015.

Martin F. Scheinman is hereby designated as the impartial arbitrator to hear and resolve trustee deadlocks

11. Training and Upgrading Funds

Effective 7/21/14 and continuing thereafter, 0.75% of the gross payroll annually shall be paid into a fund to use as a training and upgrade fund as determined by the joint committee.

Payments shall be calculated on a quarterly basis and paid within 60 days of the end of each quarter.

There shall be a joint committee consisting of an equal number of representatives of the City/HHC and NYSNA who will engage in a process to develop the eligibility rules and procedures of the training fund pursuant to an appropriate trust agreement agreed to by the parties. The goal of the fund is to develop programs that provide necessary education and enhance employees' skills for career building, achieving promotions, and other mutually agreed upon outcomes. The purposes of the fund shall include, but not be limited to, interview training, educational classes, attaining higher education degrees and such other mutually

agreed upon activities. It is the parties' intent that the Fund will be in operation no later than January, 2015.

All decisions shall be reached jointly by the committee, and all decisions of the joint committee shall be final.

The employer agrees to make available to the Training and Upgrade Fund such records of employees that the Fund may require in connection with the sound and efficient operation of the fund. The information provided shall not be used for any other purpose.

Martin F. Scheinman is hereby designated as the impartial arbitrator to hear and resolve trustee deadlocks.

12. Effective, 7/21/14, the parties agree to delete the references and payments to the Article III, Section 11 in the 2007-2010 collective bargaining agreement and replace with Paragraph 11 on this MOA. Bills incurred consistent with Article III, Section 11 for services received prior to 7/21/14 may be submitted and will be paid consistent with past policy and practice pursuant to the terms of the 2007-2010 contract. Bills paid after 7/21/14 shall continue to be paid by the employer consistent with past practice until such time as the Fund is in operation and providing benefits. Any payments made as a result of these bills for the period after 7/21/14 shall be deducted from the contribution required by paragraph 11.

13. **Responsibility Pay**

Modify Article III, Section 10(c) to state the following: Effective 7/21/14, the responsibility pay shall be increased to \$1.00 per hour.

14. **Continuing Education in the Mayoral Agencies**

Effective 7/21/14, the employer will make available to its employees in each Mayoral Agency the HHC programs of in-service education and continuing education consistent with and equivalent to the terms and conditions provided to HHC employees.

15. **Experience/ Longevity Pay**

Modify Article III, Section 5, Experience/Longevity Pay and the applicable provisions and footnotes of Appendix A to state the following: Effective 7/21/14, an additional step after 30 years shall be added to the schedule in an additional amount of \$500 over step 22.

16. Experience/Longevity Pay in the Mayoral Agencies

Modify existing Article III, Section 5 c to add the following: Effective 7/21/14, employees at a Mayoral Agency will receive a maximum of ten (10) years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule.

Modify existing Article III, Section 5 d to add the following: Effective 7/21/14, each Mayoral Agency will credit all incumbent employees who did not receive full credit for their prior experience due to the prior five year cap with up to 5 years additional credit for outside experience to a maximum of 22 years, consistent with the provisions of 5 c above.

Modify the applicable provisions of the footnotes of Appendix A accordingly.

17. Patient Classification, Staffing and Scheduling Systems

Amend Article XI of the collective bargaining agreement as follows in its entirety:

The New York City Health and Hospitals Corporation is utilizing a standardized automated system to track staffing and scheduling for all clinical services in a standardized manner and will continue developing appropriate staffing standards and patterns pertinent to the delivery of quality nursing care and responsive to patient acuity and complexity.

Consistent with such standards, consideration will be given to: Reallocation of fiscal and/or human resources within an institution; intensification of recruitment efforts; and, in situations of greatest urgency, in collaboration with the Nursing Practice Committee, consolidation of services and control of admissions.

The parties agree to continue to work collaboratively, at the corporate and facility level to facilitate the timely implementation of the above provisions.

18. Care Manager and Staff Nurse (Per Hour)

All general wage increases, lump sum and distributions pursuant to Paragraphs 2, 3, 6 and 7 shall be applicable to Care Managers except for those Care Managers who have already received the 4% increases as referenced in HHC Personnel Order 09/04. A committee shall be created for the purpose of addressing other issues relating to the terms and conditions of employment of the Care Managers. If the parties are unable to resolve the issues within 90 days, Martin F. Scheinman

shall assist the parties in resolving any outstanding issues. Neither party waives its rights under applicable law and the collective bargaining agreement.

All general wage increases and lump sums pursuant to Paragraph 2, 3, 6, and 7 shall be applicable to Staff Nurse (Per Hour).

**19. Modify existing Article X "Professional Practitioner Status" to the following:
Facility-based and HHC-wide Nursing Practice Councils.**

Modify Section 2 with the following: A facility-based Nursing Practice Council ("NPC") shall be maintained at each Health and Hospitals Corporation institution and Mayoral agency that employs nurses represented by the Association to consider the problems of nursing practice and to make recommendations on such matters. The NPC should be comprised of an equal number of members of nursing management and of the Association. Association members should consist of one from each clinical service/specialty with a cross section of titles currently utilized in the respective facility or agency. Members of nursing management serving on the NPC should be composed of representatives from the services within the facility or agency. The NPC shall select co-chairs (one selected by management members, and one selected by the association members) who shall serve for 12 months (and may be re-appointed by HHC or NYSNA, respectively). A quorum shall consist of a majority of the respective association and management membership of the committee. HHC and NYSNA may replace members of the committee upon reasonable notice to the other party and the co-chairs, provided such replacement is not intended to prevent the committee from reaching consensus or solely to reverse an existing consensus. The NPC shall meet on a monthly basis on a schedule established by the committee. The discussions of the NPC should be professional and collaborative in nature, striving to address issues regarding nursing practice; nurse recruitment, engagement, satisfaction and retention; cultural sensitivity and culturally competent care; nurse-sensitive indicators of performance; patient satisfaction; patient safety; and patient outcomes in a mutually respectful manner. Both parties agree to align their activities to support mutually agreed upon recommendations. Each NPC shall utilize evidence provided by the collection and analysis of data as the basis for decision-making.

Add new Section 2A as the following:

1. HHC and NYSNA are committed to taking a coordinated, cooperative approach to improving patient satisfaction, patient outcomes, nurse satisfaction in all services and departments; and improving community health.
2. HHC and NYSNA are committed to continuing to offer excellent care services and maintaining and improving HHC's reputation and public image as a provider of choice in the community.
3. Within six months of the ratification of this agreement, the parties will

ensure that a NPC is fully functioning at each facility;

4. The focus of each NPC will be innovative, collaborative, and evidence-based initiatives to:
 - a. Promote nurses' job satisfaction by directly involving them in decisions that affect nursing practice.
 - b. Foster a collaborative atmosphere that supports a culture of safety, which in turn results in better patient outcomes and greater job enjoyment and satisfaction.
 - c. Encourage the professional development of nurses.
 - d. Improve the quality of care and safety of patients.
 - e. Improve the patient experience, as evidenced by survey results.
 - f. Identify ways to provide culturally sensitive, culturally competent care.
 - g. Analyze the allocation of resources to maximize care, capacity, and patient care needs.
 - h. Such other issues and/or areas of concern that are mutually identified and agreed to by the NPC.
5. The parties shall establish a HHC-wide NPC that will
 - a. Consist of an equal number of labor and management representatives;
 - b. Ensure that each facility is adequately represented on the steering committee;
 - c. Establish a joint mission, ground rules, and meeting schedule based on collaboration and consensus-based decision-making.
6. The HHC-wide NPC shall act as a steering committee, guiding, coordinating and supporting the activities of the facility-based NPCs to ensure consistency across HHC. The Steering Committee shall determine the implementation timeline for expanding current activities.
7. The HHC-wide NPC shall establish common data collection practices for facility-based NPC, and common targets for nurse-sensitive indicators of performance, and assist the facility-based committees to develop strategies to achieve the targets.
8. The HHC-wide NPC shall utilize evidence provided by the collection and analysis of data as the basis of decision-making.
9. To support the work of the HHC-wide NPC and the facility-based NPCs, HHC and NYSNA shall jointly fund and select, through grants or other available means an individual or organization with experience in fostering collaborative efforts by labor and management. The role of this person or organization will be to assist the parties in fostering a

productive and cooperative approach to solving problems and working together effectively to implement the goals of the HHC-wide NPC and facility-based NPCs.

10. The parties may agree to enlist the assistance of experts in the assessment of evidence-based best practices.
11. The parties will explore the expansion of the HHC-wide NPC to include other direct patient care and support service providers.
12. The HHC-wide NPC and the facility-based NPCs shall not modify the collective bargaining agreement.
13. The HHC-wide NPC and the facility-based NPCs shall operate by and act on consensus only. The failure to reach a consensus shall not be the basis for a grievance or any other action.
14. The parties will periodically monitor the effectiveness of this Program.
15. All requests for information solely in connection with the activities of the NPC will be resolved through the NPC process.
16. Information provided in connection with this provision will only be used by the NPC for the purposes established herein.

20. Dispute Resolution

Any disputes arising under this memorandum of agreement shall be determined by Martin F. Scheinman. The parties shall share the costs of his services.

21. Ratification

This Agreement is subject to ratification by the Union and approval of the Mayor.

WHEREFORE, we have hereunto set our hands and seals this 19th day of June, 2014.

NYSNA

By: Jill Furillo
Jill Furillo
Executive Director

By: Anne Bove, RN
Anne Bove

By: Camille B. Petty
Camille B. Petty

By: Carol Bagnell RN
Carol Bagnell

By: Jacqueline Gilbert
Jacqueline Gilbert

By: Stephen Nartey
Stephen Nartey

By: Norma Wilson
Norma Wilson

By: Digna Rosales
Digna Rosales

By: Deborah Gatson
Deborah Gatson

By: Mary Ellen Simon
Mary Ellen Simon

By: _____
Mariusz Wilk

By: Keisha Morris
Keisha Morris

New York City Health & Hospitals Corp.

By: Salvatore J. Russo
Salvatore J. Russo

City of New York

By: Robert W. Linn
Robert W. Linn
Commissioner
Office of Labor Relations