




Office of Labor Relations

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TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: RENEE CAMPION, COMMISSIONER 
SUBJECT: EXECUTED CONTRACT: STAFF NURSES
TERM: JUNE 6, 2019 TO MARCH 2, 2023

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and the New York State Nurses Association, on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: November 3, 2021

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>22007</u>	DATE: <u>November 3rd, 2021</u>

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NEW YORK STATE NURSES ASSOCIATION CONTRACT
2019-2023

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AGREEMENT, entered into this 26th day of October 2021, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (d/b/a) NYC Health + Hospitals ("NYC H+H") (hereinafter referred to jointly as the "Employer"), and New York State Nurses Association (hereinafter referred to as the "Association"), for the period from June 6, 2019 through March 2, 2023.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - ASSOCIATION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Association as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, per visit, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Association is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed titles:

<u>Title</u>	<u>Title Code Number</u>
Accountable Care Manager^	509530
Assistant Head Nurse	000480
Associate Midwife (Level A)	965130
Associate Midwife (Level B)	965140
Associate Nurse Practitioner (Level I)+	966410
Associate Nurse Practitioner (Level II)+	966420
Case Management Nurse, Level I, Level II (PD)	50958
Case Management Nurse, Level I, Level II (FD)	50959

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Case Management Nurse, Level I, Level II (DOC)	06240
Case Management Nurse (DOS)	09968
Head Nurse	50935, 509350
Head Nurse (DOS)	06124
Home Health Nurse (Per visit) (Level I)	001310
Home Health Nurse (Per visit) (Level II)	001320
Midwife	509120
Nurse-Midwife	50912
Nurse-Practitioner+	00196, 001960
Nurse Practitioner (DOS)	06068
Nurse Practitioner+	970010
Nurse Practitioner (Primary Care/Behavioral Health)+	970020
Psychiatric Nurse Practitioner (CHS)	009990
Sr. Case Management Nurse (DOS)	05207
Staff Nurse	50910, 09771, 509100
Staff Nurse (Department for the Aging)	05490
Staff Nurse (Per Hour) *	509110
Supervisor of Nurses	50960, 509600
Supervisor of Nurses (Level I and Level II) (HRA only)	50960
Staff Nurse (CHS) Level I#	009000
Staff Nurse (CHS) Level II#	000910
Quality Assurance Nurse (CHS)#	000930
Infection Control Nurse (CHS)#	000960
Clinical Nurse Specialist (CHS)#	000980
Educational Coordinator (CHS)#	000980
Nurse Practitioner (CHS)#	000990
Patient Care Coordinator (CHS)#	001520

*This title is not covered by the City-wide Agreement, not eligible for pension or welfare fund benefits.

+ Pursuant to Section 20(a) of the MOA for this contract period June 6, 2019 to March 2, 2023, effective January 5, 2020, the titles Nurse Practitioner (001960), Associate Nurse Practitioner (Level I) (966410) and Associate Nurse Practitioner Level II (966420) were deleted and replaced with the titles Nurse Practitioner (970010) and Nurse Practitioner (Primary Care/Behavioral Health) (970020).

^Pursuant to a MOA between the City, NYC H+H and NYSNA dated February 6, 2017, the titles Care Manager (Registered Nurse) Levels I and II were replaced by the title Accountable Care Manager.

#Refer to MOA between the City, NYC H+H and NYSNA dated July 23, 2018

Section 2.

The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Association shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated ~~May 15, 1969~~, entitled "~~Regulations Relating to the Check-off of Association Dues~~" and in accordance with the Mayor's Executive Order No. 99, dated May 15, 1969 as amended by Executive Order No. 107 dated December 29, 1986 entitled "Regulations Governing Procedures for Orderly Payroll Check-off of Union Dues" or any other applicable Executive Order.

b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Association as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference.

ARTICLE III - SALARIES

Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 (37.5 in NYC Health + Hospitals) hours for employees in the titles of Staff Nurse, Staff Nurse (Department for the Aging), Assistant Head Nurse, Head Nurse, Supervisor of Nurses, Midwife, Nurse-Midwife, Nurse-Practitioner, Associate Midwife (Level A), Associate Midwife (Level B), Associate Nurse Practitioner (Level I) and Associate Nurse Practitioner (Level II), Accountable Care Manager, Nurse Practitioner, Nurse Practitioner (Primary Care/Behavioral Health), Psychiatric Nurse Practitioner (CHS) and 35 hours for all remaining titles, except for the title Home Health Nurse (Level I and II) (Per Visit) and Staff Nurse (Per Hour). Staff Nurse (Per Hour) may not work more than 40-hours in any given week.

An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate -	1/261 of the appropriate minimum basic salary.
Hourly Rate -	35 hour week basis - 1/1827 of the appropriate minimum basic salary.
-	37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.
-	40 hour week basis - 1/2088 of the appropriate minimum basic salary

d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement, but said increase above the maximum shall not be deemed a promotion.

Section 2.

Employees in the following title(s) shall be subject to the following specified salary (ies), salary adjustment(s), and/or salary range(s):

July 6, 2019

	<u>1/21/2019</u>	<u>07/06/19</u>	
<u>TITLE</u>	<u>Min</u>	<u>Min</u>	
Accountable Care Manager ^	\$87,037	\$88,778	
Assistant Head Nurse	\$80,256	\$81,861	
Associate Midwife Level A	\$92,246	\$94,091	
Associate Midwife Level B	\$98,010	\$99,970	
Associate Nurse Practitioner Level I	\$92,246	\$94,091	
Associate Nurse Practitioner Level II	\$98,010	\$99,970	
Case Management Nurse (DOC)			
Level I	\$78,691	\$80,265	
Level II	\$81,653	\$83,286	
Case Management Nurse (DOS)	\$78,691	\$80,265	
Case Management Nurse (FD)			
Level I	\$78,691	\$80,265	
Level II	\$81,653	\$83,286	
Case Management Nurse (PD)			
Level I	\$78,691	\$80,265	
Level II	\$81,653	\$83,286	
Head Nurse	\$81,653	\$83,286	

Head Nurse (Sanitation)	\$81,653		\$83,286	
Home Health Nurse (per visit)				
Level I	\$65.99	(per visit)	\$67.31	(per visit)
Level II	\$74.25	(per visit)	\$75.74	(per visit)
Midwife	\$87,037		\$88,778	
Nurse Midwife	\$87,037		\$88,778	
Nurse Practitioner	\$87,037		\$88,778	
Nurse Practitioner (Sanitation)	\$87,037		\$88,778	
Psychiatric Nurse Practitioner (CHS Only) *	\$104,308		\$106,394	
Sr. Case Management Nurse (DOS)	\$81,653		\$83,286	
Staff Nurse #	\$78,691		\$80,265	
Staff Nurse (DFTA) #	\$78,691		\$80,265	
<u>Staff Nurse (Per Diem)</u>				
Day Shift	\$303		\$309	
Evening Shift	\$328		\$335	
Night Shift	\$333		\$340	
<u>Staff Nurse (Per Hour)</u>				
Day	\$50.14		\$51.14	
Evening/Night	\$52.66		\$53.71	
Holiday	\$55.16		\$56.26	
	<u>1/21/2019</u>		<u>07/06/19</u>	
<u>TITLE</u>	<u>Min</u>		<u>Min</u>	
Supervisor of Nurses				
Level I (HRA only)	\$87,037		\$88,778	
Level II (HRA only)	\$102,712	\$123,254	\$104,766	\$125,719
Supervisor of Nurses	\$87,037		\$88,778	
<u>Orientation/Training Rate</u>				
Home Health Nurse (per visit)				
Level I	\$272.41	Day	\$277.86	Day
Level II	\$136.19	1/2 Day	\$138.91	1/2 Day

January 5, 2020

	<u>01/05/20</u>	
<u>TITLE</u>	<u>Min</u>	
Accountable Care Manager ^	\$88,778	
Assistant Head Nurse	\$81,861	
Associate Midwife Level A	\$94,091	
Associate Midwife Level B	\$99,970	
Associate Nurse Practitioner Level I (^)	N/A	
Associate Nurse Practitioner Level II (^)	N/A	
Case Management Nurse (DOC)		
Level I	\$80,265	
Level II	\$83,286	
Case Management Nurse (DOS)	\$80,265	
Case Management Nurse (FD)		
Level I	\$80,265	
Level II	\$83,286	
Case Management Nurse (PD)		
Level I	\$80,265	
Level II	\$83,286	
Head Nurse	\$83,286	
Head Nurse (Sanitation)	\$83,286	
Home Health Nurse (per visit)		
Level I	\$67.31	(per visit)
Level II	\$75.74	(per visit)
Midwife	\$88,778	
Nurse Midwife	\$88,778	
Nurse Practitioner (^)	N/A	
<u>Nurse Practitioner (^^)</u>	<u>\$105,000</u>	
<u>Nurse Practitioner (Primary Care/Behavioral Health^^)</u>	<u>\$115,000</u>	
	<u>01/05/20</u>	
<u>TITLE</u>	<u>Min</u>	
Nurse Practitioner (Sanitation)	\$88,778	
Psychiatric Nurse Practitioner (CHS Only) *	\$106,394	
Sr. Case Management Nurse (DOS)	\$83,286	
Staff Nurse #	\$80,265	
Staff Nurse (DFTA) #	\$80,265	
<u>Staff Nurse (Per Diem)</u>		
Day Shift	\$309	
Evening Shift	\$335	
Night Shift	\$340	

Staff Nurse (Per Hour)		
Day	\$51.14	
Evening/Night	\$53.71	
Holiday	\$56.26	
Supervisor of Nurses		
Level I (HRA only)	\$88,778	
Level II (HRA only) (^^^^)	\$115,000	
Supervisor of Nurses		
Level I	\$88,778	
Orientation/Training Rate		
Home Health Nurse (per visit)		
Level I	\$277.86	Day
Level II	\$138.91	1/2 Day

July 6, 2020, April 6, 2021 and August 6, 2021

	07/06/20		04/06/21		08/06/21	
TITLE	Min		Min		Min	
Accountable Care Manager ^	\$90,776		\$91,003		\$93,733	
Assistant Head Nurse	\$83,703		\$83,912		\$86,429	
Associate Midwife Level A	\$96,208		\$96,449		\$99,342	
Associate Midwife Level B	\$102,219		\$102,475		\$105,549	
Case Management Nurse (DOC)						
Level I	\$82,071		\$82,276		\$84,744	
Level II	\$85,160		\$85,373		\$87,934	
Case Management Nurse (DOS)	\$82,071		\$82,276		\$84,744	
Case Management Nurse (FD)						
Level I	\$82,071		\$82,276		\$84,744	
Level II	\$85,160		\$85,373		\$87,934	
	07/06/20		04/06/21		08/06/21	
TITLE						
Case Management Nurse (PD)						
Level I	\$82,071		\$82,276		\$84,744	
Level II	\$85,160		\$85,373		\$87,934	
Head Nurse	\$85,160		\$85,373		\$87,934	
Head Nurse (Sanitation)	\$85,160		\$85,373		\$87,934	
Home Health Nurse (per visit)						
Level I	\$68.82	(per visit)	\$68.99	(per visit)	\$71.06	(per visit)
Level II	\$77.44	(per visit)	\$77.63	(per visit)	\$79.96	(per visit)
Midwife	\$90,776		\$91,003		\$93,733	

Nurse Midwife	\$90,776		\$91,003		\$93,733	
Nurse Practitioner (^^)	\$107,363		\$107,631		\$110,860	
Nurse Practitioner (Primary Care/Behavioral Health^^)	\$117,588		\$117,882		\$121,418	
Nurse Practitioner (Sanitation)	\$90,776		\$91,003		\$93,733	
Psychiatric Nurse Practitioner (CHS Only) *	\$108,788		\$109,060		\$112,332	
Sr. Case Management Nurse (DOS)	\$85,160		\$85,373		\$87,934	
Staff Nurse #	\$82,071		\$82,276		\$84,744	
Staff Nurse (DFTA) #	\$82,071		\$82,276		\$84,744	
<u>Staff Nurse (Per Diem)</u>						
Day Shift	\$316		\$317		\$327	
Evening Shift	\$343		\$344		\$354	
Night Shift	\$348		\$349		\$359	
<u>Staff Nurse (Per Hour)</u>						
Day	\$52.29		\$52.42		\$53.99	
Evening/Night	\$54.92		\$55.06		\$56.71	
Holiday	\$57.53		\$57.67		\$59.40	
<u>Supervisor of Nurses</u>						
Level I (HRA only)	\$90,776		\$91,003		\$93,733	
Level II (HRA only) (^^^)	\$117,588		\$117,882		\$121,418	
Supervisor of Nurses	\$90,776		\$91,003		\$93,733	
<u>Orientation/Training Rate</u>						
<u>Home Health Nurse (per visit)</u>						
Level I	\$284.11	Day	\$284.82	Day	\$293.36	Day
Level II	\$142.04	1/2 Day	\$142.40	1/2 Day	\$146.67	1/2 Day

Notes:

A Staff Nurse holding a permit to practice nursing will be paid \$60 annually below the rate paid to a Staff Nurse pending receipt of a New York State license to practice as a registered professional nurse.

^ OCB amended Certification 30-82 (as previously amended) on August 16, 2017 to add Accountable Care Manager (ACM) (TC 509530) and further amended to delete Care Manager, RN Levels I and II (TC 509410 and 509420). Decision: NYSNA, 10 OCB2d 13 (BOC 2017), as set forth in the Memorandum of Agreement dated February 6, 2017 and in Section 22 of the December 5, 2019 Memorandum of Agreement of the parties. Effective January 5, 2020, the ACM "salary cap" provisions of Section 11(b) in the MOA dated February 6, 2017 shall no longer apply.

* Title has been voluntarily recognized pursuant to NYSNA, 10 OCB2d 16 (BOC 2017).

^^ Titles are earmarked for deletion once all incumbent employees are moved into either Nurse Practitioner (970010) or Nurse Practitioner (Primary Care/Behavioral Health) (970020), pursuant to Section 20(a) of the December 5, 2019 Memorandum of Agreement of the parties

^^^Effective January 5, 2020, current employees in the existing NYC H+H titles of Nurse Practitioner (001960) and Associate Nurse Practitioner Level I (966410) and Level II (966420) will either be moved to the newly established title of Nurse Practitioner (970010) or Nurse Practitioner (Primary Care/Behavioral Health) (970020) at the base salary indicated above. In no event will an incumbent Nurse Practitioner receive an increase in their current base salary of less than \$2,000, pursuant to Section 20(a) of the December 5, 2019 Memorandum of Agreement of the parties.

^^^ Effective January 5, 2020, the Supervisor of Nurses Level II minimum and maximum salary rates shall be eliminated and replaced with a minimum annual base salary rate of \$115,000 per annum, pursuant to Section 21(a) of the December 5, 2019 Memorandum of Agreement of the parties.

Note: The percentage general wage increases above and set forth in section 3 (i) (a)-(d) below shall apply to the CHS (former Corizon) titles as set for in the MOA dated July 23, 2018 between the City, NYC H+H and NYSNA.

Section 3. General Wage Increases

- i. The general increases, effective as indicated, shall be:
 - a. Effective July 6, 2019, Employees in the units described above shall receive a general increase of 2.00%.
 - b. Effective July 6, 2020, said Employees shall receive an additional general increase of 2.25%.
 - c. Effective April 6, 2021, said Employees shall receive an additional general increase of 0.25%
 - d. Effective August 6, 2021, said Employees shall receive an additional general increase of 3.00%.
 - e. 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(i) (a), (b), (c) and (d) on the basis of computations heretofore utilized by the parties for all such Employees.
 - f. The Per Visit rate shall be increased by the same amounts as provided in Section 3(i)(a) through 3(i)(d).
- ii. The increases provided for in 3(i) above shall be calculated as follows:
 - a. The general increase in 3(i)(a) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 5, 2019.

- b. The general increase in 3(i)(b) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 5, 2020.
- c. The general increase in 3(i)(c) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect April 5, 2021.
- d. The general increase in 3(i)(d) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect August 5, 2021.

iii. General wage increases to be applied to salary consistent with the terms of this 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.

iv. **Structured Retiree Claims Fund 2010-2012 Round**

All employees who have retired between January 21, 2010 through July 31, 2014 shall receive a lump sum payment concerning wage increases arising out of the 2010-2012 round of bargaining for all relevant earnings up to the date of retirement from the Structured Retiree Claims Settlement Fund provided for in Section 4 of the June 19, 2014 NYSNA Memorandum of Agreement, in a total amount not to exceed \$16.3 million.

v. **Lump Sum Payments Stemming from the 2010 – 2012 Round**

The schedule for actives for those continuously employed as of the date of payout:

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

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

- vi. The general wage increases shall not be applied to the “additions to gross”.

Section 4. Parity Provision

a. Effective July 1, 2006, each January 1 the salary rates in effect December 31 for the classes of positions included in this Agreement, and any other salary rates subsequently in effect as a result of the application of this provision, shall be adjusted by the addition thereto of the amount of the

difference, if any, by which the average basic entrance salary of Staff Nurse in the hospitals listed below shall exceed by \$1,000 per annum or more the basic entrance salary of Staff Nurse (Title Code No. 50910, 509100) employed by the City of New York or by the NYC Health + Hospitals in effect for the twelve month period commencing with each date listed above. This section 4(a) is suspended for the term of this agreement.

b. The January 1 salaries shall be determined by examining the salaries in the hospitals listed below on the preceding November 30 that are the then current salaries or the salaries that will be effective on January 1, if known on the preceding November 30, in those hospitals. Adjustments made pursuant to Section 4(a) shall be effective on the succeeding January 1. This section 4(b) is suspended during the term of this agreement.

The hospitals whose salaries shall be used for parity calculations pursuant to Article III, Section 4 of this Agreement are as follows:

HOSPITALS

Columbia Presbyterian Hospital
New York Hospital
Mount Sinai Hospital
St. Vincent's Hospital and Medical Center
Montefiore Medical Center
St. Luke's Roosevelt Hospital Center
Interfaith Medical Center of Brooklyn
Lenox Hill Hospital
New York University Medical Center
Beth Israel Medical Center
Mary Immaculate Hospital
Maimonides Medical Center
New York Hospital Medical Center of Queens
Terence Cardinal Cooke Health Care Center

c. Section 4 is suspended for the term of this agreement.

Section 5. Experience/Longevity Pay

a. Effective July 21, 2014, experience/longevity pay shall be paid to employees on January 1st of each year after one (1) through twenty-two (22) years of experience and an additional experience/longevity step after 30 years, based on the total number of years of NYC H+H/Mayoralty service in any NYSNA represented title. The rates determined are set forth in Appendix A of this agreement.

b. Effective January 1, 2008, employees at NYC Health + Hospitals with experience as a registered professional nurse with an employer other than the NYC Health + Hospitals or a Mayoral agency shall receive a maximum of ten (10) years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule.

Effective July 21, 2014 employees in Mayoral agencies with experience as a registered

professional nurse with an employer other than the NYC Health + Hospitals or a Mayoral agency shall continue to receive a maximum of ten (10) years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule.

Such prior experience shall only be credited if an employee is hired into the same or equivalent title in the NYC Health + Hospitals/Mayoral agency as the employee held with the non-NYC Health + Hospitals/Mayoral employer. Such credited experience shall be effective as of the employees' date of hire with the NYC Health + Hospitals/Mayoral agency.

Section 6. Evening and Night Shift Differential

a. Effective June 6, 2019, an annual differential in the amounts listed below shall be provided to employees in the following listed titles who are assigned to the evening or night shift:

- Accountable Care Manager
- Assistant Head Nurse
- Associate Midwife (Level A)
- Associate Midwife (Level B)
- Associate Nurse Practitioner (Level I)*
- Associate Nurse Practitioner (Level II)*
- Head Nurse, Head Nurse (DOS)
- Midwife
- Nurse-Midwife
- Nurse-Practitioner*
- Nurse Practitioner (DOS)
- Nurse Practitioner
- Nurse Practitioner (Primary Care/Behavioral Health)
- Psychiatric Nurse Practitioner (CHS)
- Staff Nurse
- Staff Nurse (Department for the Aging)
- Supervisor of Nurses
- Supervisor of Nurses (Level I and Level II) (HRA only)
- Staff Nurse (CHS) Level I#
- Staff Nurse (CHS) Level II#
- Quality Assurance Nurse (CHS)#
- Infection Control Nurse (CHS)#
- Clinical Nurse Specialist (CHS)#
- Educational Coordinator (CHS)#
- Nurse Practitioner (CHS)#
- Patient Care Coordinator (CHS)#

b. An annual differential of \$4,654 shall be provided to employees who are assigned to the evening shift.

c. An annual differential of \$5,689 shall be provided to employees who are assigned to the night shift.

d. Evening and night shift differentials shall be paid during authorized paid time off to persons so assigned.

e. Employees in the following listed titles are excluded from the provisions of this Section 6 and shall receive a night shift differential in accordance with Article XX, Section 4 (b) of this Agreement:

Case Management Nurse Level I, Level II (DOC)
Case Management Nurse (DOS)
Case Management Nurse Level I, Level II (FD)
Case Management Nurse Level I, Level II (PD)
Senior Case Management Nurse (DOS)

* Effective January 5, 2020, the titles Nurse Practitioner (001960), Associate Nurse Practitioner (Level I)(966410) and Associate Nurse Practitioner Level II (966420) were deleted and replaced with the titles Nurse Practitioner (970010) and Nurse Practitioner (Primary Care/Behavioral Health) (970020).

#Refer to MOA between the City, NYC H+H and NYSNA dated July 23, 2018

Section 7.

The Association agrees that the City and the NYC Health + Hospitals has the entitlement to institute an additional increase in the compensation for new and recent hires based upon an inability to retain and recruit Registered Nurses.

Section 8.

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

Section 9.

An employee covered by this Agreement who is appointed, with no break in service, to a higher title also covered by this Agreement, shall be placed on the schedule for the newly-appointed title at the same experience level as the employee had in the prior title.

Section 10. Differentials

a. Department of Correction

An annual differential of \$1100 shall continue to be provided for each employee engaged in direct patient care on a continuing basis in a Department of Correction prison facility.

b. Education

i. An annual differential shall continue to be provided for each employee who possesses an appropriate degree in nursing or an allied health field from an accredited College or

University, as follows:

Baccalaureate	-	\$900
Masters	-	\$1200

ii. Effective January 5, 2020, the annual differential rates shall be as follows:

Baccalaureate (in nursing or allied health field)	\$900
Masters (in nursing or allied health field)	\$1,200
Baccalaureate of Science in Nursing*	\$1,800
Masters of Science in Nursing*	\$2,000
Doctor of Education, Nursing Practice or PHD in Nursing*	\$2,500

Degrees must be from an accredited College or University. Employees may only be eligible for one differential payment at a time and the differentials will be pro-rated for part-time employees.

*Excludes Nurse Practitioner (970010) , Nurse Practitioner (Primary Care/Behavioral Health)(970020), Psychiatric Nurse Practitioner (CHS) and Supervisor of Nurses Level II (50960) pursuant to Section 20(b) and 21(b) of the December 5, 2019 Memorandum of Agreement

Note: Effective January 5, 2020, Accountable Care Managers (ACM's) will be eligible for the new higher education differentials. However, with respect to the Baccalaureate of Science in Nursing, ACM's shall only receive a \$900 differential because a Baccalaureate degree is a requirement for working in the title.

c. Responsibility

Effective July 21, 2014 a differential of \$1.00 per hour shall be provided for each Staff Nurse, who is assigned or exercised responsibility on an evening or night shift for one or more Staff Nurse(s), or for two or more units.

d. Differential for Working in a Higher Title

Any Nurse in a title covered by the agreement who is acting in a higher title pursuant to written authorization, shall receive a differential equal to the difference between the rate of pay for that individual and the greater of either the starting salary of the higher title or the annual amount stated below pro-rated for the period of time applicable. Such differential is to be paid commencing the 31st day of such assignment, and payment shall be made within sixty days of entitlement.

Assistant Head Nurse	\$450
Head Nurse	\$550
Supervisor of Nurses	\$700
Midwife	\$700
Nurse Midwife	\$700
Nurse Practitioner	\$700
Nurse Practitioner (Primary Care/Behavioral Health)	\$700

e. Certification

i. Effective December 1, 2007 an annual differential of \$1,378 shall be provided for each employee who possesses an appropriate certification. Employees holding a nationally

recognized certification in the field or area of specialization for which they are employed shall be paid the differential. Employees must maintain certification and submit appropriate documentation in order to continue receiving the differential. Failure to maintain certification will cause the employee to lose this differential. An employee is entitled to receive only one (1) certification differential at any time.

ii. Effective January 5, 2020, all NYSNA represented H+H Staff Nurse, Supervisor of Nurses, Head Nurse, Assistant Head Nurse and Accountable Care Manager employees working in the below areas who obtain and maintain the certifications listed below will be eligible for an increased certification differential as follows:

Certification	Staff Work Assignment	Annual Differential
Behavioral Health	In-Patient Behavioral Health/CPEP	\$3,000
Emergency	Emergency Department	\$3,000
Surgical Services	Operating Room	\$3,000
Critical Care	Critical Care Unit	\$3,000
Med-Surgical/Dialysis	Med/Surg Unit	\$2,000
Certified Correctional Health Professional	Correctional Health	\$2,000

Effective January 5, 2020, all NYSNA represented Mayoral Case Management and H+H Accountable Care Manager employees who obtain and maintain a certification in Case Management will be eligible for an increased certification differential of \$2,000 per year.

iii. Employees may only be eligible for one certification payment at a time and certification payments will be pro-rated for part-time employees.

iv. Employees who are not eligible for the increased certification differential rates set forth in sub-sections (ii) and (iii) above continue to be eligible for the certification differential rate set forth in sub-section (i) above.

f. Preceptor Pay

- i. Employees assigned to preceptor duties will be paid additional compensation of \$1/hour for time worked as a preceptor, pursuant to the terms of the Preceptorship Program side-letter attached to this Agreement.
- ii. Effective January 5, 2020, NYC H+H shall increase the Preceptor Pay to \$2/hr for NYSNA represented employees working in Community Care.
- iii. Effective January 5, 2020, Accountable Care Managers (ACM's) will be eligible to receive the preceptor payment of \$1/hr.

g. Application of Differentials

The differentials provided in this Section 10 shall not be a part of the basic salary or considered in computation of a maximum salary of any employee.

Section 11. Early-year Retention Bonus

Effective January 5, 2020, NYC H+H and Mayoral Staff Nurses, H+H Accountable Care Managers and Mayoral Case Management Nurses Level I shall receive one-time lump sum retention bonuses based on completing their full-time equivalent per annum hours (exclusive of overtime) as follows:

After completion of Year 1's paid full-time equivalent per annum hours:	\$2,000
After completion of Year 2's paid full-time equivalent per annum hours:	\$2,000
After completion of Year 3's paid full-time equivalent per annum hours:	\$2,000
After completion of Year 4's paid full-time equivalent per annum hours:	\$1500
After completion of Year 5's paid full-time equivalent per annum hours:	\$750

Lump sums shall be pensionable subject to applicable law but shall not become part of an employee's base salary.

Lump sum payments shall be determined by the employee's title entry date in the eligible title.

Staff shall be eligible for only one (1) lump sum payment per year and there shall be no retroactivity.

Section 12. Clinical Ladder Program

Effective January 5, 2020, NYC H+H and Mayoral full-time Staff Nurses, H+H Accountable Care Managers and Mayoral Case Management Nurses Level I will be eligible for one of the following Clinical Ladder payments, based on the annual satisfactory completion of specific programs, courses and/or projects.

- Tier 1: \$1500/yr, contingent upon annual completion of satisfactory portfolio
- Tier 2: \$2000/yr, contingent upon annual completion of satisfactory portfolio
- Tier 3: \$2500/yr, contingent upon annual completion of satisfactory portfolio

Criteria for each Tier within the various clinical specialties will be developed by NYC H+H and the Mayoral Agencies and discussed with NYSNA and shall be consistent with the terms of the Memorandum of Agreement dated December 4, 2019.

Section 13. Tuition and Continuing Education Fund (the "TCE Fund")

Effective July 21, 2014 and continuing thereafter, pursuant to the provisions of Section 11 of the June 19, 2014 Memorandum of Agreement and a separate Agreement between the City of New York, the NYC Health + Hospitals and the New York State Nurses Association, .75% of the gross payroll annually shall be paid into the TCE fund.

Section 14. Child Care and Elder Care Funds (the "CCEC Fund")

Effective July 21, 2014 and continuing thereafter, pursuant to the provisions of Section 10

of the June 19, 2014 Memorandum of Agreement and a separate Agreement between the City of New York, the NYC Health + Hospitals and the New York State Nurses Association, .50% of the gross payroll annually shall be paid into the CCEC fund.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Association pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of that 1995-2001 Citywide Agreement as amended or any successor agreement(s) thereto, shall apply to employees covered by this Agreement.

b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1 (b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1 (b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1 (b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

Section 4.

This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Section 1.

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Association. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to utilize their best efforts to achieve the highest levels of productivity and performance in the delivery of professional nursing care and treatment of patients.

Section 2. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

Section 3. Supervisory Responsibility

The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining clinical standards and performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The employer will give the union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

DEFINITION: The term "Grievance" shall mean:

(A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;

(B) A claimed violation, misinterpretation or misapplication of the rules and regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes involving the Rules and Regulations of the New York City Civil Service Commission or the Rules and Regulations of the NYC Health + Hospitals with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;

(C) A claimed assignment of employees to duties substantially different from those stated in their job specifications;

(D) A claimed wrongful disciplinary action taken against an employee.

Section 2.

For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to the alleged out-of-title work. This limitation shall not apply to a violation of Article III, Section 10 D, "Differential for Working in a Higher Title."

The Grievance Procedure, except for paragraph (D) of Section 1, shall be as follows:

Step I. The Employee and/or the Association shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third working day following the date of submission.*

* N.B. In the case of grievance in the NYC Health + Hospitals arising under paragraphs (A) through (C) of Section 1 of this Article, the following STEP I(a) shall apply prior to Step II of this Section:

Step I(a) An appeal from an unsatisfactory determination at Step I, or Step I(a) where applicable, shall be presented in writing to the agency head or his designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Association for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of the fifth (5th) work day following the day on which the appeal was filed.

Step II. An appeal from an unsatisfactory determination at Step I, or Step I(a) where applicable, shall be presented in writing to the agency head or his designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I or Step I(A) determination. The agency head or his designated representative, if any, shall meet with the employee and/or the Association for review of the grievance and shall issue a determination in writing by the end of the tenth (10th) work day following the date on which the appeal was filed.

Step III. An appeal from an unsatisfactory determination at Step II shall be presented by the employee and/or the Association to the Commissioner of Labor Relations, in writing within ten (10) working days of the receipt of the Step II determination. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all appeals from Step II determinations and shall answer such appeals within ten (10) working days following the date on which the appeal was filed.

Step IV. An appeal from an unsatisfactory determination at Step III may be brought solely by the Association to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step III determination.

In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefore to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accord with the Consolidated Rules of the Office of Collective Bargaining. ~~The costs and fees of such arbitration shall be borne equally by the Association and the Employer.~~ The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

Section 3.

As a condition to the right of the Association to invoke impartial arbitration set forth in this Article, the employee or employees and the Association shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large number of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Association at Step III of the Grievance Procedure, without resort to previous steps, except that a grievance concerning employees of the NYC Health + Hospitals shall be filed directly at Step II of the Grievance Procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

If a determination satisfactory to the Association at any level of the Grievance Procedure is not implemented within a reasonable time, the Association may reinstitute the original grievance at Step III of the Grievance Procedure; or if a satisfactory Step III determination has not been so implemented, the Association may institute a grievance concerning such failure to implement at Step IV of the Grievance Procedure.

Section 6.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Association may invoke the next step of the procedure, except, however, that only the Association may invoke impartial arbitration under Step IV.

Section 7.

The Employer shall notify the Association in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Association shall have the right to have a

representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all such grievance hearings.

Section 8.

Grievances relating to a claimed wrongful disciplinary action taken against an employee shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to the following category of employees covered by this contract:

- a. Effective July 1, 2006, full-time employees with less than twelve (12) months of service unless a longer period is agreed by the Association.
- b. Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the NYC Health + Hospitals.
- c. Employees paid on a per visit basis.

Effective July 1, 2006, any per diem employee who works at least half-time per week and has performed such per diem work at least twelve (12) months shall be entitled to utilize the contractual grievance procedure (including disciplinary matters) up to and including Step III.

Step I. Following the service of written charges upon an employee, with a copy to be sent to the Association's New York City office, a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented at such conference by a representative of the Association. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step II. If the employee is dissatisfied with the decision in Step I above, she/he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

Section 9.

A non-Mayoral agency not covered by this agreement but which employs employees in titles identical to those certified to be covered by this contract may elect to permit the Association to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Association shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) working days of the receipt of the last step determination. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all such appeals and answer all such appeals within ten (10) working days.

An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 10.

The grievance and the arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory right and obligation of the Employer under Article XIV of the Civil Service Law.

Section 11. Expedited Arbitration Procedure.

a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII – REGISTERED NURSE TO PATIENT RATIOS

Section 1. Registered Nurse to Patient Ratios

a. The parties mutually acknowledge their ongoing commitment to ensuring safe patient care and safe nurse workload levels throughout NYC Health + Hospitals. The parties further acknowledge that a safe and reasonable nurse workload is an important factor in providing better patient care, improving patient outcomes, enhancing the work experience of Registered Nurses, and addressing issues concerning the recruitment and retention of Registered Nurses.

b. The Employer agrees to maintain the following number of Registered Nurses on each unit on each shift in In-Patient and Emergency Room units within the eleven (11) Acute Care Hospitals:

<u>Department/Specialty Area</u>	<u>RN to Patient Staffing Ratio</u>
Med/Surg	1:6
ICU/CCU/NICU/PICU/PACU (and all critical care units)	1:2
Stepdown/Telemetry	1:4
CCU Stepdown	1:4

Maternal/Child (Couplet)	1:3
Behavioral Health	1:7
Rehab	1:7
Labor and Delivery	1:2
Emergency Department (Trauma)	1:1
Emergency Department (Critical Care)	1:2
Emergency Department (Non-Critical, High Resource)	1:5 ¹
Emergency Department (Non-Critical, Low Resource)	1:8 ²
Operating Room	1:1
Pediatrics:	1:6

c. NYC Health + Hospitals agrees to maintain the number of nurses per unit per shift reflected in the above ratios. NYC Health + Hospitals retains the flexibility, for nursing leadership and RN staff, to allocate patients among nurses in a unit on a shift according to the professional determination of appropriate patient care. The parties agree that all relevant facts and circumstances should be taken into consideration in determining appropriate patient care.

Based on the parties' shared commitment to the mission of NYC Health + Hospitals and the care of patients, the parties mutually agree and reaffirm that the existence of staffing ratios unequivocally would not provide a basis for the refusal of any patient assignment.

d. The Employer agrees to expeditiously recruit for and hire the number of Registered Nurses necessary to achieve the nurse to patient ratios set forth above.

e. Head Nurses and Supervisors of Nurses will not be included in the ratios set forth above provided, however, that Head Nurses may provide patient care on an as-needed basis in order to enhance Registered Nurse staffing.

f. In the event that the number of nurses on a unit falls below the specified ratio levels on a given shift (e.g. because of a sick call-out, LOA, etc.), the Employer will re-establish the agreed-upon number of nurses in each unit expeditiously.

Section 2. Implementation of Nurse to Patient Ratios and Discussion of Ongoing Issues

a. Upon ratification of this Agreement, the System-Wide NPC will serve as the Safe Staffing Committee. The Safe Staffing Committee will meet within ninety (90) days of ratification to discuss

i. the timeframe and process for expeditiously hiring the additional RNs who will be placed in units in accordance with the ratios set forth above; and

ii. the units where the new hires are being placed.

¹ For non-trauma, non-critical patients, the nurse-to-patient staffing ratio will depend on the anticipated or known acuity of the patient

² For non-trauma, non-critical patients, the nurse-to-patient staffing ratio will depend on the anticipated or known acuity of the patient

b. The Safe Staffing Committee will meet as often as needed, but not less than six times per year, to discuss:

i. the methods for improving recruitment and retention within NYC Health + Hospitals. These discussions shall include, but not be limited to, the establishment and/or enhanced use of dedicated float pools, "weekend +1" schedules, and increased Alternative Work Schedule opportunities.

ii. the modification of a ratio, if necessary, as a result of change in patient acuity or case mix in a particular unit which affects patient and nursing needs; and

iii. the appropriate ratio in new units, or in units where there is a clinical programmatic change that fundamentally alters the character of the unit and which affects patient and nursing needs.

c. The Safe Staffing Committee may refer issues in the categories above that are best addressed at the local level to the Facility-based NPC.

d. Over the next eighteen (18) months, the Safe Staffing Committee will discuss staffing and workload issues in the ambulatory care and long-term care units.

e. The Safe Staffing Committee will review and discuss Protests of Assignment related to staffing issues presented by NYNSA. If requested by NYSNA, the Employer will provide supporting documentation relating to specific POAs and/or to staffing concerns identified by NYSNA. Neither party waives any existing rights under New York State law.

Section 3. Resolution of Disputes Concerning Registered Nurse to Patient Ratios

a. Both parties recognize that the implementation of Nurse to Patient Ratios will require a reasonable time to be fully operational. Accordingly, NYSNA agrees not to initiate this dispute resolution procedure prior to July 1, 2021 for disputes arising from the reasonable "ramp up" of hiring Registered Nurses sufficient to meet the ratio requirements.

b. After July 1, 2020, if there has been a regular and consistent pattern of Registered Nurse to patient ratios in a particular facility or unit falling below the ratios set forth above, and the pattern is unrelated to the reasonable "ramp-up" discussed in Section 3(a), NYSNA may submit the dispute to the Facility-based NPC. The Facility-based NPC shall meet to attempt to resolve the dispute within fourteen (14) days of the parties bringing the dispute to the NPC's attention.

c. If the dispute is not resolved within fourteen (14) days from its submission to the Facility-based NPC, either party may submit the dispute to the System-wide NPC. The System-wide NPC shall meet to attempt to resolve the dispute at its next regularly scheduled meeting, but in no event more than thirty (30) days from the submission of the dispute to the System-wide NPC.

d. If the dispute is not resolved within thirty (30) days from its submission to the System-wide NPC, either party may submit the dispute to the President/CEO of NYC Health + Hospitals. The President/CEO shall attempt to resolve the dispute within thirty (30) days of the submission of

the dispute to him/her.

e. If the President/CEO does not resolve the dispute within thirty (30) days, either party may submit the dispute to Scheinman Arbitration and Mediation Services ("SAMS"). SAMS shall convene the parties, either in person or telephonically, to attempt to resolve the dispute within one (1) week of the submission of the dispute to SAMS.

f. The parties may jointly agree, in writing, to extend the time limits set forth above.

ARTICLE VIII – WORKPLACE VIOLENCE PREVENTION

- a. The Employer acknowledges its responsibility to maintain a safe, non-violent workplace consistent with applicable State and Local law, applicable collective bargaining agreements and NYC H+H and NYC Mayoral Agency-specific Workplace Violence Prevention Policies.
- b. Facility-specific workplace violence and/or employee safety issues may be raised by NYSNA to the NYC H+H Chief Nursing Officer at that facility (or the authorized designee at a Mayoral Agency). The parties agree to discuss the issues raised by NYSNA in a timely manner at the facility-based Nursing Practice Council meetings (or labor-management meeting/health and safety meeting at a Mayoral Agency). If the parties jointly agree that a system-wide discussion is necessary to address the cause or proposed solution to a particular situation, the matter shall be referred to the NYC H+H System-Wide Nursing Practice Council (or to the NYC Office of Labor Relations for Mayoral Agencies) for further review and discussion.
- c. NYC H+H and the Mayoral Agencies shall inform NYSNA union representatives as soon as practicable of any serious on-the-job injuries or workplace violence assaults suffered by a NYSNA bargaining unit member. The unit member's name and contact information will be provided to NYSNA with the member's consent.
- d. Notwithstanding the provisions of this Article, neither party waives their existing rights and/or responsibilities under law, applicable policies/procedures and/or the collective bargaining agreement with regard to workplace violence and employee safety.
- e. NYSNA and the Employer further agree to support employees subjected or exposed to workplace violence. This support may include, but not be limited to:
 1. Offering Employee Assistance Program (EAP) services to employees, whether they are victims, witnesses, or otherwise affected by workplace violence.
 2. Offering assistance to employees, upon request, with filling out the appropriate workers' compensation forms.
 3. Consideration of reasonable requests by an employee affected by workplace violence for a schedule modification, assignment modification, visitor (patient and family)

restrictions, and other similar work adjustments as may be feasible for the employee to fully resume working.

- f. For the purposes of this Article, the definition of "Workplace Violence" shall be the definition contained in the NYC H+H or Mayoral Agency Workplace Violence Prevention Policies and shall also include the definition contained in NYS Department of Labor Regulations 12 NYCRR Part 800.6 (d) (11), as set forth below:

Any physical assault or acts of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including by not limited to:

- i. An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;
- ii. Any intentional display of force which would give an employee reason to fear or expect bodily harm;
- iii. Intentional and wrongful physical contact with a person without his or her consent that entails some injury;
- iv. Stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

- g. The parties agree to the posting of signage in appropriate worksite locations to deter workplace violence.

ARTICLE IX – POSTING AND FILLING OF VACANCIES

- a. NYSNA bargaining unit vacancies at NYC H+H, shall be posted on its public and internal (employee only) internet web sites. Bargaining unit vacancies at the Mayoral Agencies shall be posted on its public and internal (employee only) DCAS web sites. NYC H+H and Mayoral Agencies shall not be precluded from posting such vacancies in any other additional forums or locations it deems appropriate.
- b. Notwithstanding the above, all promotional NYSNA bargaining unit vacancies shall first be posted internally for a minimum of five (5) business days, except when such vacancies are to be filled on an emergency basis as deemed by the Employer.
- c. Information on vacancies, budgeted positions, hiring, and bargaining unit turnover may be included as a topic for discussion at NPC and/or Labor-Management meetings.
- d. In the case of vacancies on units for which bargaining unit members working on the unit request a change in shift/tour, the employer will make good faith efforts to grant such request of qualified applicants from within the unit, when clinically prudent as deemed by the Employer.
- e. In the case of hiring for promotional and/or lateral vacancies within the NYSNA bargaining

unit, the Employer will make good faith efforts to ensure that a selected internal candidate is able to transfer to the new position/title without losing the position because they are being held in the prior position.

ARTICLE X - WORK SCHEDULES

The City of New York and the NYC Health + Hospitals shall post a schedule of each employee's work assignment not less than two (2) weeks in advance of the start of each work cycle, but shall endeavor to post the work assignments at least four (4) weeks in advance of the start of each work cycle.

Except when prevented by circumstances beyond its control, or when accommodating the particular employee affected, any change in work schedule within the month shall be posted not less than 48 hours in advance of the scheduled date of change. A copy of such change shall be given to the employee affected.

ARTICLE XI - REASSIGNMENTS

All routine, non-emergency changes of assignments of an involuntary nature will be given to the employee in writing two weeks in advance and shall state the duration of the assignments, if known. In the NYC Health + Hospitals, if the reassignment involves a change of tour, the employee will be given four (4) weeks written notice. The Mayoral Agencies will make their best efforts to give more than two (2) weeks written notice of reassignments involving a change of tour; such notice will not be made in an arbitrary or capricious manner.

ARTICLE XII - SENIORITY

The Employer will furnish annually to the Association seniority lists by facility and will correct such lists from time to time as may be necessary. Such lists shall reflect each employee's date of original appointment and length of service in the employee's current title. The list will conclusively establish an employee's seniority in the facility unless the employee protests it, in writing, within thirty (30) days from the time it is furnished or, if the employee is on absence leave or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

ARTICLE XIII - FACILITY-BASED AND NYC H+H-WIDE NURSING PRACTICE COUNCILS

Section 1.

The City of New York and NYC Health + Hospitals recognize that employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care. Therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in the decision making

process within each institution.

The City of New York and NYC Health + Hospitals recognize the importance of Registered Professional Nurses adhering to the scope of the Nurse Practice Act and the standards of the profession.

Section 2. NYC Health + Hospitals

A facility-based Nursing Practice Council (“NPC”) shall be maintained at each NYC Health +Hospitals institution 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. Where applicable, 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 NYC H +H or NYSNA, respectively). A quorum shall consist of a majority of the respective association and management membership of the committee. NYC H +H 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, unless the parties agree otherwise. The discussions of the NPC should be professional and collaborative in nature, provide an overview of local Nurse Practice Council meetings in a systematic manner; provide Nursing staff and Management an opportunity to share concerns impacting Patient Safety at facilities; 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.

Section 2 A.

1. NYC H+H and NYSNA are committed to taking a coordinated, cooperative approach to improving patient satisfaction, patient outcomes, nurse satisfaction, and nurse recruitment and retention in all services and departments; and improving community health.
2. NYC H+H and NYSNA are committed to continuing to offer excellent care services and maintaining and improving NYC H+H's reputation and public image as a provider of choice in the community.
3. The parties will ensure that a NPC is fully functioning at each facility;
4. The focus of each facility 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. NYC H+H and NYSNA shall establish a NYC H+H-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 standardized procedures and protocols for the facility NPC's
 - d. Provide a forum whereby facility NPC's will regularly report to it on their meetings and initiatives
 - e. Establish a joint mission, ground rules, and meeting schedule based on collaboration and consensus-based decision-making.
 6. The Chairs of the NYC H+H wide NPC shall be the President of the NYSNA NYC H+H/Mayoral Executive Council and the Nurse Executive designated by NYC H+H.
 7. The NYC H+H-wide NPC shall act as a steering committee, guiding, coordinating and supporting the activities of the facility-based NPCs to ensure consistency across NYC H+H. It shall also serve as a forum for discussion of any longstanding unresolved issues at the facility level. The Steering Committee shall determine the implementation timeline for expanding current activities.
 8. The NYC H+H-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.
 9. The NYC H+H-wide NPC shall utilize evidence provided by the collection and analysis of data as the basis of decision-making.
 10. To support the work of the NYC H+H-wide NPC and the facility-based NPCs, NYC H+H 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 NYC H+H-wide NPC and facility-based NPCs.

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

Section 3. City of New York Mayoral Agencies

The City of New York Mayoral Agencies and NYSNA agree that, as needed, nursing practice issues shall be incorporated into the existing labor management process at each agency, subject to the following additional conditions:

- a) Nursing practice issues shall be included as a specific agenda item at the labor management meetings, as needed;
- b) The nursing practice discussion shall be professional and collaborative in nature and its focus should be consistent with the H+H facility based NPC's, as set forth in section 2A(4) above;
- c) To the extent necessary, a management representative who is also a registered nurse or licensed physician may participate in the discussion. However, an agency shall not be required to hire a management representative for this purpose.
- d) If NYSNA believes there is a particular nursing practice issue that impacts the Mayoral Agencies in a similar manner, it may request that a Citywide Nursing Practice Council meeting be convened by the NYC Office of Labor Relations to discuss the issue.

Section 4.

The Corporation/City of New York shall work towards the elimination of non-nursing functions where performed by Registered Professional Nurses. The Nursing Practice Council in each facility (or labor-management committee in Mayoral Agencies, consistent with the provisions of Section 3) shall consider steps to be taken by the facility to relieve Registered Professional Nurses of tasks and responsibilities which in the judgment of the Nursing Practice Council (or labor-

management committee in Mayoral agencies, consistent with the provisions of Section 3) constitute non-nursing functions, subject to the Rules and Regulations of the NYC H+H and the City of New York. Recommendations of the Council (or labor-management committee in Mayoral agencies, consistent with the provisions of Section 3) shall be made in writing to the NYC H+H Facility Chief Nursing Officer and to the NYC H+H Facility Chief Executive Officer (or Mayoral Agency Program Director) who shall consider the recommendations and who will respond, in writing, within twenty (20) working days.

NYC Health +Hospitals:

The decision of the Chief Executive Officer may be appealed by the Association in writing, within fifteen (15) working days after issuance, to a NYC H+H Central Office Appeal Committee composed of the Senior Associate Vice President, Human Resources; the Chief Financial Officer; the Chief Medical Officer; the Assistant Vice President - Corporate Nursing; a Facility Chief Executive Officer; and a Director of Nursing from an NYC H+H facility; or their designee. The committee will meet at least monthly to hear and consider appeals of a Chief Executive Officer's decision on non-nursing functions. The written appeal filed by the Association shall include information submitted to the Nursing Practice Council, the recommendation of the Nursing Practice Council, the decision of the Chief Executive Director, other information the Association believes is relevant to the appeal and a statement explaining why the Association disagrees with the decision of the Chief Executive Officer on the recommendation of the Nursing Practice Council. The Appeal Committee shall issue a written response within forty-five (45) working days of the date the Appeal Committee heard the appeal.

Matters presented to the Central Office Appeal Committee shall not be subject to the grievance procedure and arbitration nor appeal to the Personnel Review Board, and the decision of the Appeal Committee shall be final and binding:

MAYORAL AGENCY:

The decision of the Program Director may be appealed by the Association in writing within fifteen working days after issuance to the Commissioner of the Office of Labor Relations. The written appeal filed by the Association shall include information submitted to the Labor-Management Committee, the recommendation of the Labor-Management Committee, the decision of the Program Director, other information the Association believes is relevant to the appeal and a statement explaining why the Association disagrees with the decision of the Program Director on the recommendation of the Labor-Management Committee. The Commissioner of the Office of Labor Relations or his designee shall issue a written response within forty-five (45) working days of the date the Office of Labor Relations heard the appeal.

Matters presented to the Office of Labor Relations shall not be subject to the grievance procedure nor arbitration, and the decision of the Office of Labor Relations shall be final and binding.

ARTICLE XIV - PATIENT CLASSIFICATION SYSTEMS

The New York City Health + Hospitals 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 Council (NPC), 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.

ARTICLE XV - ORIENTATION AND IN-SERVICE EDUCATION

The Nursing Orientation and In-Service Education Program(s) at each facility shall be in conformance with the JCAHO standards. Any dispute concerning this paragraph shall be submitted to the Education and Staff Development Committee as provided by Article XVI of the Agreement and shall not be subject to the Grievance Procedure.

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

ARTICLE XVI - EDUCATION AND STAFF DEVELOPMENT COMMITTEE

A Committee shall continue to recommend guidelines with respect to eligibility for tuition reimbursement, education leave and staff development. The Committee shall be comprised of an equal number of representatives from the New York State Nurses Association and the NYC Health + Hospitals, but not to exceed five (5) in number from each side. The Committee will meet on a bi-monthly basis on a schedule established by the Committee. Though the Committee shall be apprised of all current grievances relating to tuition reimbursement, et al., no action of the Committee will affect the progression of grievances under the contract. The Committee functions set forth herein may be combined with the functions of the Advisory Committee for the NYSNA funds established pursuant to Article III, Sections 13 and 14.

ARTICLE XVII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Association may post notices on bulletin boards in places and locations where notices usually are posted by the employer for the employees to read. The City of New York and the NYC Health + Hospitals will provide one (1) such bulletin board in every building where Registered Professional Nurses are employed. Upon request to the responsible official in charge of a work location, the Association may use the employer premises for meetings during employees' lunch hours subject to availability of appropriate space and provided such meetings do not interfere with employer business. Notices to be on Association's stationery and letterhead.

ARTICLE XVIII - LOCKER ROOMS

The NYC Health + Hospitals Director for Personnel and Labor Relations and the Commissioner of Labor Relations for each affected mayoral agency shall issue a memorandum, within 30 days of the Financial Control Board's approval of the Contract, to the institution's Chief Executive Officer requesting the preparation of a report within 60 days from issuance date of the memorandum. The report shall include evaluation of locker room availability and security, and the submission of plans for improvements (including projected timetables) where indicated and feasible. A copy of report(s) shall be given to the Association.

ARTICLE XIX - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Association nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XX - CITYWIDE ISSUES

Section 1.

Except as provided in Section 2 through Section 4 of this Article XX, this Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

Section 2.

a. Pursuant to Article V, Section 23 of the 1985-87 Citywide Agreement or its successor as modified by a Supplemental Agreement dated September 5, 1985, the parties agree that it is impracticable to recruit for the titles covered by this Agreement and the City has applied for and received a variation of the provisions contained in that Citywide Agreement as they relate to annual leave allowances for employees hired on or after July 1, 1985 and has also applied for and received a variation of the list and number of holidays.

b. The employees covered by this Agreement shall continue to receive annual leave allowances in accordance with Article V, Section 1a of the 1980-82 Citywide Agreement as modified by the Supplemental Agreement dated September 5, 1985 and shall not be subject to the modification of Article V, Section 9 of the 1980-82 Citywide Agreement set forth in paragraph "Second" of the Supplemental Agreement dated September 5, 1985.

c. The following annual leave schedules shall apply to all employees hired by the Employer on or before June 30, 2006:

Beginning the first year:	20 days
Beginning the 8 th year:	25 days
Beginning the 15 th year:	27 days

d. The following annual leave schedules shall apply to all employees hired by the Employer on or after July 1, 2006:

Beginning the first year:	18 days
Beginning the third year:	20 days
Beginning the 8 th year:	25 days

e. Employees hired on or after July 1, 2006 shall not be entitled to use accrued annual leave for the first 6 months of employment, nor shall they be entitled to payment for accrued annual leave upon termination of employment before completing 6 months of employment.

Section 3. Holidays

a. Effective July 1, 2006, Employees shall receive the following listed eight (8) paid holidays per year:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

b. Effective July 1, 2006, Employees shall receive three (3) paid personal leave days per Calendar Year, to be used consistent with the rules governing annual leave, and treated separately from annual leave accrual. Employees may designate Martin Luther King Day as one of the personal leave days.

Section 4. Night Shift Differential

a. Employees in the following listed titles shall continue to receive a Night Shift Differential as provided in Article III, Section 6 of this Agreement:

- Accountable Care Manager
- Assistant Head Nurse
- Associate Midwife (Level A)
- Associate Midwife (Level B)
- Associate Nurse Practitioner (Level I)*
- Associate Nurse Practitioner (Level II)*

Head Nurse, Head Nurse (DOS)
Midwife
Nurse-Midwife
Nurse-Practitioner*
Nurse Practitioner (DOS)
Nurse Practitioner
Nurse Practitioner (Primary Care/Behavioral Health)
Psychiatric Nurse Practitioner (CHS)
Staff Nurse
Staff Nurse (Department for the Aging)
Supervisor of Nurses
Supervisor of Nurses (Level I and Level II) (HRA only)
Staff Nurse (CHS) Level I#
Staff Nurse (CHS) Level II#
Quality Assurance Nurse (CHS)#
Infection Control Nurse (CHS)#
Clinical Nurse Specialist (CHS)#
Educational Coordinator (CHS)#
Nurse Practitioner (CHS)#
Patient Care Coordinator (CHS)#

b. Employees in the following listed titles shall continue to receive a Night Shift Differential in accordance with Article III, Section 1 of the 1995-2001 Citywide Agreement:

Case Management Nurse, Level I, Level II (PD)
Case Management Nurse, Level I, Level II (FD)
Case Management Nurse, Level I, Level II (DOC)
Case Management Nurse (DOS)
Sr. Case Management Nurse (DOS)

* Effective January 5, 2020, the titles Nurse Practitioner (001960), Associate Nurse Practitioner (Level I)(966410) and Associate Nurse Practitioner Level II (966420) were deleted and replaced with the titles Nurse Practitioner (970010) and Nurse Practitioner (Primary Care/Behavioral Health) (970020).

#Refer to MOA between the City, NYC H+H and NYSNA dated July 23, 2018

ARTICLE XXI – DISASTER RELIEF

NYSNA and the Employer agree that registered nurses can make a significant contribution providing critical assistance to disaster victims who require skilled medical care. Accordingly, the Employer will use best efforts to facilitate an employee's use of paid annual leave/compensatory time and/or leave without pay in order to volunteer to help in officially declared disaster or emergency relief efforts in the U.S. or abroad.

Such leave requests shall not be unreasonably denied, but the operational needs and potential cost impact to the employer shall be a factor in any decision of whether or not to approve the leave.

Should an employee be granted the use of annual leave, compensatory time or leave without pay to volunteer, the parties agree that the employee's participation in any such relief efforts shall be in their individual capacity and the employee will not be representing NYC H+H and/or the City of New York in an official capacity.

ARTICLE XXII – SAFE PATIENT HANDLING

- a. NYC H+H and NYSNA are committed to the safety of our patients/residents and staff. The Employer agrees to act to minimize injuries and harm to patients and employees through the effective use of new Safe Patient Handling technology, equipment, engineering controls, techniques and procedures.
- b. NYC H+H will issue a Safe Patient Handling Policy, with input from NYSNA and other employee representatives, that establishes a system-wide Safe Patient Handling Program pursuant to and in accordance with New York Public Health Law Section 2997-k.
- c. The NYC H+H Committees on Safe Patient Handling will continue to meet on a regular and ongoing basis to: (a) discuss issues of concern regarding safe patient handling; (b) analyze appropriate responses to identified issues; (c) assess and compare technology, devices, equipment and processes to address or correct identified issues; and (d) issue recommendations on Safe Patient Handling equipment and devices that may be considered for purchase or lease by the Employer, including the quantity of equipment and/or devices and suggested timelines for implementation.

ARTICLE XXIII - ASSOCIATION ACTIVITIES

Time spent by employee representatives to conduct labor relations with the City and on Association activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XXIV - OFFICE SPACE

The NYC Health + Hospitals Director for Personnel and Labor Relations shall issue a memorandum requesting that each Chief Executive Officer determine if space is available to be used by the NYSNA for the conduct of Association business within each facility.

The Commissioner of Labor Relations for the affected Mayoral agencies shall request that such space availability be determined by the agency.

ARTICLE XXV - LABOR MANAGEMENT COMMITTEE

Section 1.

The Employer and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies.

Section 2.

Each labor-management committee shall consider and recommend to the agency head, utilization of professional nursing personnel, problems of nursing education, patient care, involuntary overtime, shift rotation, involuntary frequent assignment rotation (floating) and changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this agreement. The Association may, through its members on the committee, designate a consultant to attend a particular meeting. The agency shall have the same right. The Association shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairman from among its members at each meeting. The chairmanship of each committee shall alternate between the members designated by the agency head and the members designated by the Association. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Association members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XXVI – MISCELLANEOUS

Section 1. Direct Deposit

Effective December 14, 2019, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub. Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

Section 2. Paid Release Time

Effective January 5, 2020, NYSNA shall have two (2) additional full-time release time positions. This is in addition to the release time positions set forth in the side-letter attached to this Agreement.

ARTICLE XXVII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XXVIII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XXIX - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXX - CONTRACTING-OUT CLAUSE

The use of supplemental nursing services by the NYC Health + Hospitals facilities shall be in conformance with applicable Corporation Operating Procedures (including Operating Procedure 130-1).

WHEREFORE, we have hereunto set our hands and seals this 26th day of October, 2021

**CITY OF NEW YORK AND
RELATED PUBLIC EMPLOYERS
AS DEFINED HEREIN**

**NEW YORK STATE NURSES
ASSOCIATION**

BY: 
RENEE CAMPION
Commissioner of Labor Relations

BY: 
PAT KANE, RN
Executive Director

NEW YORK CITY HEALTH + HOSPITALS

BY: 
ANDREA G. COHEN
Senior Vice President & General Counsel

APPROVED AS TO FORM

BY: 
ERIC EICHENHOLTZ
Acting Corporation Counsel

**SUBMITTED TO THE
FINANCIAL CONTROL BOARD**

DATE: _____

**UNIT: STAFF NURSES
TERM: June 6, 2019 to March 2, 2023**

**OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT**

NO: 22007 **DATE: November 3rd, 2021**



APPENDIX A (1)

Experience/Longevity Schedule

<u>TITLE CODE</u>	<u>TITLE</u>
000480	Assistant Head Nurse
06240	Case Management Nurse (DOC) Level I
09968	Case Management Nurse (DOS)
50959	Case Management Nurse (FD) Level I
50958	Case Management Nurse (PD) Level I
50910,509100	Staff Nurse
05490	Staff Nurse (Department for the Aging)

		<u>6/6/19</u>	<u>Total</u>
After 1 Year		\$987	\$987
After 2 Years	An additional:	\$836	\$1,823
After 3 Years	An additional:	\$862	\$2,685
After 4 Years	An additional:	\$869	\$3,554
After 5 Years	An additional:	\$847	\$4,401
After 6 Years	An additional:	\$726	\$5,127
After 7 Years	An additional:	\$844	\$5,971
After 8 Years	An additional:	\$734	\$6,705
After 9 Years	An additional:	\$740	\$7,445
After 10 Years	An additional:	\$745	\$8,190
After 11 Years	An additional:	\$761	\$8,951
After 12 Years	An additional:	\$766	\$9,717
After 13 Years	An additional:	\$722	\$10,439
After 14 Years	An additional:	\$811	\$11,250
After 15 Years	An additional:	\$860	\$12,110
After 16 Years	An additional:	\$770	\$12,880
After 17 Years	An additional:	\$789	\$13,669
After 18 Years	An additional:	\$790	\$14,459
After 19 Years	An additional:	\$818	\$15,277
After 20 Years	An additional:	\$1,135	\$16,412
After 21 Years	An additional:	\$760	\$17,172
After 22 Years	An additional:	\$1,000	\$18,172
After 30 Years	An additional:	\$500	\$18,672

NOTE: The Experience/Longevity Pay shall be paid each year after one (1) through twenty-two (22) years of experience. Placement on the schedule is based on total number of years of Mayorality/NYC H+H service in any NYSNA-represented title. Effective January 1, 2008, in NYC H+H, up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. Effective July 21 2014, in Mayoral Agencies up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

APPENDIX A (2)

Experience/Longevity Schedule

<u>TITLE CODE</u>	<u>TITLE</u>
06240	Case Management Nurse (DOC) Level II
50959	Case Management Nurse (FD) Level II
50958	Case Management Nurse (PD) Level II
50935,509350	Head Nurse
06124	Head Nurse (Sanitation)
05207	Sr. Case Management Nurse (DOS)

	<u>6/6/19</u>	<u>Total</u>
After 1 Year	\$1,042	\$1,042
After 2 Years	An additional: \$882	\$1,924
After 3 Years	An additional: \$910	\$2,834
After 4 Years	An additional: \$918	\$3,752
After 5 Years	An additional: \$894	\$4,646
After 6 Years	An additional: \$766	\$5,412
After 7 Years	An additional: \$890	\$6,302
After 8 Years	An additional: \$776	\$7,078
After 9 Years	An additional: \$780	\$7,858
After 10 Years	An additional: \$787	\$8,645
After 11 Years	An additional: \$803	\$9,448
After 12 Years	An additional: \$809	\$10,257
After 13 Years	An additional: \$762	\$11,019
After 14 Years	An additional: \$856	\$11,875
After 15 Years	An additional: \$908	\$12,783
After 16 Years	An additional: \$812	\$13,595
After 17 Years	An additional: \$834	\$14,429
After 18 Years	An additional: \$833	\$15,262
After 19 Years	An additional: \$863	\$16,125
After 20 Years	An additional: \$1,199	\$17,324
After 21 Years	An additional: \$824	\$18,148
After 22 Years	An additional: \$1,000	\$19,148
After 30 Years	An additional: \$500	\$19,648

NOTE: The Experience/Longevity Pay shall be paid each year after one (1) through twenty-two (22) years of experience. Placement on the schedule is based on total number of years of Mayorality/NYC H+H service in any NYSNA-represented title. Effective January 1, 2008, in NYC H+H up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. Effective July 21 2014, in Mayoral Agencies up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

APPENDIX A (3)

Experience/Longevity Schedule

<u>TITLE CODE</u>	<u>TITLE</u>
509530	Accountable Care Manager
965130	Associate Midwife Level A
965140	Associate Midwife Level B
966410	Associate Nurse Practitioner Level I+
966420	Associate Nurse Practitioner Level II+
970010	Nurse Practitioner+
970020	Nurse Practitioner (Primary Care/Behavioral Health)+
509120	Midwife
50912	Nurse Midwife
001960	Nurse Practitioner+
06068	Nurse Practitioner (Sanitation)
009990	Psychiatric Nurse Practitioner (CHS)++
50960,509600	Supervisor of Nurses
50960	Supervisor of Nurses (Level I and Level II) (HRA only)

		<u>6/6/19</u>	<u>Total</u>
After 1 Year		\$1,097	\$1,097
After 2 Years	An additional:	\$928	\$2,025
After 3 Years	An additional:	\$958	\$2,983
After 4 Years	An additional:	\$966	\$3,949
After 5 Years	An additional:	\$941	\$4,890
After 6 Years	An additional:	\$807	\$5,697
After 7 Years	An additional:	\$937	\$6,634
After 8 Years	An additional:	\$816	\$7,450
After 9 Years	An additional:	\$822	\$8,272
After 10 Years	An additional:	\$828	\$9,100
After 11 Years	An additional:	\$845	\$9,945
After 12 Years	An additional:	\$852	\$10,797
After 13 Years	An additional:	\$802	\$11,599
After 14 Years	An additional:	\$901	\$12,500
After 15 Years	An additional:	\$956	\$13,456
After 16 Years	An additional:	\$855	\$14,311
After 17 Years	An additional:	\$877	\$15,188
After 18 Years	An additional:	\$877	\$16,065
After 19 Years	An additional:	\$909	\$16,974
After 20 Years	An additional:	\$1,262	\$18,236
After 21 Years	An additional:	\$877	\$19,123
After 22 Years	An additional:	\$1,000	\$20,123
After 30 Years	An additional:	\$500	\$20,623

NOTE: The Experience/Longevity Pay shall be paid each year after one (1) through twenty-two (22) years of

22007

experience. Placement on the schedule is based on total number of years of Mayorality/NYC H+H service in any NYSNA-represented title. Effective January 1, 2008, in NYC H+H up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. Effective July 21, 2014, in Mayoral Agencies up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

+Effective January 5, 2020, the titles Nurse Practitioner (001960), Associate Nurse Practitioner (Level I)(966410) and Associate Nurse Practitioner Level II (966420) were deleted and replaced with the titles Nurse Practitioner (970010) and Nurse Practitioner (Primary Care/Behavioral Health) (970020).

++Psychiatric Nurse Practitioners (CHS) (009990) shall be credited for all prior RN experience and shall not be limited to only 10 years.

A



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2005

Ms. Lorraine Seidel
New York State Nurses Association
120 Wall Street
New York, New York 10005

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following was agreed:

In the event any registered nurse considers that in his/her professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she will accept and perform the assignment, but shall immediately notify his/her nurse manager. The nurse manager, or designee, shall review the assignment as soon as practicable with the registered nurse and shall make a determination concerning the appropriateness of the assignment. If the registered nurse, in his/her professional judgment, disagrees with the nurse manager's or designee's determination, then he/she will accept and perform the assignment and shall file a Protest of Assignment with the Nursing Office. Nursing management will respond to the Protest of Assignment in writing.

The NYSNA may bring the issue of protests of assignment to the labor-management committee at each facility. In so doing the NYSNA shall notify the management representatives in advance and in writing of the protests of assignment that will be raised. The notice will include specific information concerning the protests and/or the pattern of protests that the NYSNA wishes to discuss. After meeting at the facility level, if the NYSNA believes that a consistent pattern of protests of assignments persists at a facility, they may bring that pattern of protests to the monthly labor-management meeting held at the Corporate level. The NYSNA will notify the Corporation management representatives in advance and in writing of the patterns of protests of assignment that will be raised and the notice will include specific information concerning the protests and the pattern of protests that the NYSNA wishes to discuss. There shall be no adverse action taken against any employee for exercising this right.

If the above conforms to your understanding, please countersign below:

Very truly yours,

James F. Hanley
James F. Hanley
Commissioner

AGREED AND ACCEPTED

Margaret M. Connor
Margaret M. Connor
New York State Nurses Association

22007

8



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2006

Ms. Lorraine Seidel
New York State Nurses Association
120 Wall Street
New York, New York 10005

Re: 2007-2010 Staff Nurse Unit Agreement

Dear Ms. Seidel,

This is to confirm the parties mutual understanding that the Union and Management are bound by the New York City Collective Bargaining Law and New York City Board of Collective Bargaining Decision B-22-2002 and the obligations they impose on the parties regarding criteria and procedures for implementing performance compensation.

Very truly yours,

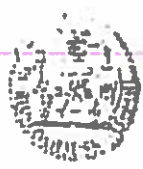
James F. Hanley
Commissioner

AGREED AND ACCEPTED

New York State Nurses Association

22007 5

C



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2008

Ms Lorraine Seidel
Director
Economic & General Welfare Program
New York State Nurses Association
120 Wall Street
New York, New York 10038

RE: PRECEPTORSHIP PROGRAM

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following is agreed:

The Parties agree that the adoption, implementation and maintenance of an effective orientation program is a key element in ensuring that newly hired, promoted or transferred nurses are properly prepared to assume their professional duties. The parties further agree that such a program will enhance the recruitment and retention of newly hired nurses and facilitate the provision of high quality health services to the people of the City of New York.

Accordingly, the Employer and the Union recognize the importance of providing a core clinical orientation to each newly hired, promoted and/or transferred employee and of providing these employees with appropriate monitoring and guidance. In furtherance of this objective the parties agree to discuss the creation of preceptorship programs in the various facilities that will include the following program guidelines:

1. Participation in the preceptor program will be voluntary and no employee will be required to become a preceptor.
2. Employees who volunteer to participate in the preceptor program and successfully complete all required training will be eligible to perform the role of preceptor. Time spent in required preceptor training programs, including mandated continuing preceptor training, will be considered paid working time.
3. The direct patient care duties of preceptors will be limited, where ever possible, during the period of time that they are precepting. Conditions permitting, the assignment of patients to the preceptor will be

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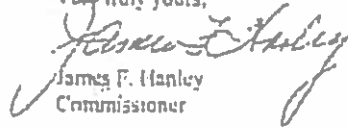
progressive and the preceptor's evaluation of the orientee's capabilities will be considered. A preceptor will not be unreasonably assigned simultaneously in more than one orientee.

4. Employees assigned to preceptor duties will be paid additional compensation at the rate of \$1.00 per hour for time worked as a preceptor.

5. Issues related to the implementation and maintenance of preceptor programs may be brought to a labor-management meeting at the facility level, or to the Corporate level, if appropriate.

If the above conforms to your understanding, please countersign below.

Very truly yours,



James F. Hanley
Commissioner

AGREED AND ACCEPTED



Lorraine Seidel
New York State Nurses Association

22007

D



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Reclor Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2008

Ms. Lorraine Seidel
Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street, 23rd Floor
New York, NY 10005

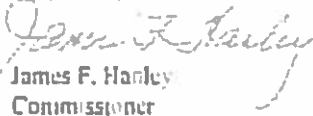
Re: NYSNA Agreement for the Period December 1, 2007 to January 20, 2010

Dear Ms. Seidel:

This is to confirm that pursuant to the 2000-2002 Staff Nurse Agreement negotiations, the New York State Nurses Association (NYSNA) was permitted three (3) additional full-time positions with full pay and benefits pursuant to Executive Order No. 75.

The NYSNA Staff Nurse collective bargaining settlement was charged to fully fund these additional positions.

Very truly yours,


James F. Hanley
Commissioner

22007

E



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated: _____

Ms. Lorraine Seidel
Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street
New York, New York 10006

Dear Ms. Seidel:


Pursuant to negotiations for the 2007-2010 NYSNA contract, the following is agreed:

It is understood that the creation and classification of titles is a managerial prerogative.

The parties agree that the labor management committee established pursuant to negotiations for the 1992-95 NYSNA contract will continue to be responsible for discussing and proposing "career ladders" applicable to registered professional nurses. It is understood that any proposal agreed to by the committee can only be implemented if there is sufficient funding available to cover the costs of such proposal and if such a proposal is consistent with the operational needs of HHC.

If the above conforms to your understanding, please countersign below.

Very truly yours,


James F. Hanley
Commissioner

AGREED AND ACCEPTED


New York State Nurses Association

22007

F



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2008

Ms. Lorraine Seidel
Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street
New York, New York 10010

Dear Ms. Seidel:

This is to summarize agreements made pursuant to negotiations for the 2007-2010 Staff Nurse Agreement.

1. HHC has re-issued Operating Procedure 120-2, with a cover memorandum as discussed during prior negotiations, concerning hospital to hospital transfers; HHC has also notified its facilities to establish policies so that registered professional nurses will not be used to accompany patients on clinic visits when the patient's condition does not require professional care.

2. HHC has established In Service/Leadership Training for nurses. All registered professional nurses are eligible to apply for this training, applications will have to be approved by the applying nurse's respective facility; and training will be provided centrally. The time allocated for attendance at this training will not be charged to an individual's leave balances. The HHC will continue to provide training to registered professional nurses on how to recognize and deal with violent patients and visitors.

3. HHC has issued a letter to all its facilities requesting that when space planning is done the facilities consider providing lounge space for nursing staff.

4. HHC has issued a letter to nursing directors stating that when a facility's Infection Control Department determines that a number of the nursing staff should be released from duty because of exposure to a communicable disease such release will be

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made without charge to leave balances.

5. The documentation forms already agreed to by the parties for situations where nursing staff are assigned to higher level duties pursuant to Article III, Section 10D have been issued.

6. The Health and Hospitals Corporation and Mayoral agencies will make concerted efforts to provide locker rooms and lounges for registered professional nurses in each facility.

7. The Health and Hospitals Corporation Vice President for Human Resources will arrange a meeting with representatives from the New York State Nurses Association and appropriate staff from Kings County Hospital to discuss provision of lounges in the currently planned new hospital buildings at Kings County Hospital.

8. The Health and Hospital Corporation and the Mayoral agencies have issued the agreed to policies concerning floating, rotations, and weekends. These policies are attached to the contract.

Very truly yours,


James F. Hanley
Commissioner

AGREED AND ACCEPTED


New York State Nurses Association

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AGREEMENT entered into this ^{26th} day of ^{October} 2021 by and between the City of New York, the NYC Health + Hospitals, and New York State Nurses Association consistent with Article II, Section 2 of the 1995-2001 Citywide Agreement with regard to the scheduling of the group of employees covered by this Agreement.

1. DURATION

A. This Agreement, unless otherwise stated, will be effective from June 6, 2019 and will remain in effect until March 2, 2023.

2. DEFINITIONS

A. Normal Schedule: An arrangement of workdays and hours in which an employee fulfills her/his work commitment in five (5), seven and one-half hour (7 ½) days within a seven (7) day period of time.

B. AWS: An arrangement of workdays and hours in which an employee fulfills her/his work commitment in a manner other than the standard five (5), seven and one-half (7 ½) hour days.

C. The term "employee" is defined, for the purpose of this Agreement, to include full-time, part-time, and per diem employees employed by the NYC Health + Hospitals.

3. PROCEDURES FOR IMPLEMENTATION OF AWS

A. Alternate work schedules may be implemented in units where no AWS had been utilized upon submission of the following information to the facility Director of Human Resources and to the Association at least one (1) month before the commencement of AWS:

1. The specific unit and service involved in the AWS, indicating by tour, the name and title and schedule of all employees on the unit.

2. A copy of the first months schedule for the unit.

B. The parties shall then review the submission and discuss, prior to implementation date, any inconsistency with this Agreement.

4. ELIGIBILITY AND PARTICIPATION IN AWS

A. Employees shall select AWS on a voluntary basis only.

B. Employees working an alternate work schedule may request to be changed to a normal schedule upon four (4) weeks written notice to the Director of Nursing. Such

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request shall be granted whenever possible, at the discretion of the Director.

C. The parties recognize that sick calls that occur by employees working AWS are more difficult to cover than employees working a normal schedule. Therefore, every effort will be made by the parties to reduce the number of sick calls and provide coverage when they occur.

D. Effective January 5, 2020, NYC H+H Accountable Care Managers may be eligible for an AWS, if mutually agreed to by the parties.

5. TERMINATION OR REDUCTION OF AWS

A. The Employer may terminate or reduce the AWS to a normal schedule upon sixty (60) days written notice to the Association and affected employees.

B. After the above-mentioned sixty day notice of intent is provided, a Labor-Management Committee meeting will be convened to discuss alternatives to the termination or reduction. At that meeting the Employer shall provide the Association with the rationale for the termination or reduction of AWS and will provide relevant information for review by the Committee. The NYC H+H Director of Labor Relations, or his/her designee, will participate in the Labor-Management Committee meetings. At the conclusion of the sixty (60) day notice period, the final decision whether to terminate or reduce the AWS, or to modify the original notice of intent to terminate or reduce AWS, shall be made by the facility Executive Director or his/her designee. The sixty (60) day notice period may be extended to allow for further discussion upon the expressed written consent of the Employer to the Association.

C. Upon termination or reduction of the Alternate Work Schedule in a unit, Employees will volunteer to cover all three tours. In the existence of a conflict regarding an assignment to a tour, seniority will prevail.

6. TYPES OF AWS

A. Any schedules that the Employee and Employer may mutually agree to as an accommodation to an employee, other than those referred to below, shall not be construed to be an AWS and shall not fall within the scope of this agreement. Any AWS other than those listed below must be by mutual written agreement of the Association and the Employer.

B. Examples of alternative work schedules for full-time employees include, but are not limited to, the schedules listed below:

1. Three Day Work Week - Three (3) twelve and one-half (12 ½) hour tours in one week.
2. Four Day Work Week - Four (4) ten (10) hour tours in one (1) week; three (3) ten (10) hour tours plus one (1) five (5) hour tour in the other week.

22007

3. Four Week Tour - Three (3) eleven and one-half (11 ½) hour tours for three (3) weeks, plus three (3) eleven and one-half (11 ½) hour tours and one twelve (12) hour tour in the other week.

a.) While on this schedule, six (6) hours earned annual leave must be retained in the employee's leave bank.

b.) If during this four (4) week schedule and employee leaves after working a 3 day/3 day portion or a 3 day/ 3 day/ 3 day portion, the employee shall have deducted from her/his annual leave balance the number of hours for which the employee was paid but were not actually worked. If the annual leave balance is insufficient for this purpose, deduction for the balance owed will be deducted from the employee's paycheck.

c.) If during this four (4) week schedule an employee leaves after working a 3 day/4 day portion, the employee shall receive overtime for all hours worked beyond seventy-five (75) hours in a two (2) week period. Such payment shall be in accordance with Section 8B of this Agreement.

d.) If during the four (4) week schedule an employee leaves after working a 4 day portion, the employee shall receive overtime credit for all hours worked beyond 37.5 hours per week in accordance with the provisions of the 1995-2000 Citywide Agreement, Article IV, Section 2, or any successor agreement(s).

4. Two Week Tour - Three (3) thirteen (13) hours tours one week; three (3) twelve (12) hour tours in the other week.

C. Part-time employees may work any of the alternative shifts provided they complete their normal bi-weekly schedule.

D. All of the above schedules are exclusive of an unpaid one (1) hour meal period (see Section 7A below).

7. MEAL AND REST PERIODS

Meal and rest period(s) for employees on the AWS program:

A. All employees will have an unpaid one (1) hour meal period during each tour of duty, except those employees working a five (5) or six (6) hour tour.

B. An employee working on an AWS tour of eleven (11) or more hours will receive two (2) fifteen minute rest periods per tour of duty. An employee working on an AWS tour between seven (7) and eleven (11) hours will receive at least one (1) twenty minute rest period per tour of duty. An employee working on a six (6) hour tour will

receive one (1) twenty minute rest period per tour of duty.

C. The meal and/or rest period(s) can, by agreement, be scheduled and/or combined at any time or in any way, provided that no meal period or rest period(s) are scheduled in the first two (2) hours or the last two (2) hours of the tour.

8. OVERTIME

A. Except in an emergency situation pursuant to Article IV, Section 13 of the 1995-2000 Citywide Contract or its successors, and employee on an alternative work schedule shall not be required to work more than fifteen and one-half (15 ½) hours in a work day.

B. Overtime for full-time employees on the 3 day/4 day AWS shall be calculated on the basis of time worked beyond seventy-five (75) hours in a two week period. Ordered involuntary overtime which results in an employee working in excess of eighty (80) hours every two week period shall be compensated in cash at time and one-half (1 ½ x). For those employees whose normal work schedule is less than eighty (80) hours every two (2) weeks, any such ordered involuntary overtime worked between the maximum of those two work weeks and eighty (80) hours in those same calendar weeks, shall be compensated in cash at straight time.

C. Overtime for full-time employees on a 3 day/ 3 day/3 day/4 day AWS shall be calculated on the basis of time worked beyond one hundred fifty (150) hours in a four (4) week period. Ordered involuntary overtime which results in an employee working in excess of one hundred sixty (160) hours in a four (4) week period shall be compensated in cash at time and one-half (1 ½ x). For those employees whose normal work schedule is less than one hundred sixty (160) hours every four weeks, any such ordered involuntary overtime worked between the maximum of those four weeks and one hundred sixty (160) hours in those same calendar weeks, shall be compensated in cash at straight time.

9. SHIFT DIFFERENTIAL

A. An employee will be paid shift differential at an hourly rate determined by dividing the applicable evening or night shift differential by 1957.5. The evening differential shall be paid for hours in pay status between 3:00 p.m. and 11:00 p.m.; night shift differential shall be paid for hours in pay status between 11:00 p.m. and 8:00 a.m.

B. An employee currently receiving full shift differential for working a unique schedule of which 50% of the hours fall within the normal evening tour hours and who works an AWS tour of which 50% of the hours fall within the hours of 3:00 p.m. - 11:30 p.m. shall continue to receive the full shift differential.

10. RESPONSIBILITY PAY

Effective July 21, 2014 a differential of \$1.00 per hour shall be provided to each Staff Nurse who is assigned or exercises responsibility during the time 3:00 p.m. through 8:00 a.m. for one or more Staff Nurse, or for two (2) or more units.

11. POSTING.

Each institution will post approved alternate work schedule positions and provide a copy to the Union's hospital representative(s).

12. Employees and potential employees shall be provided with the provisions of Article VI of the 1995-2001 Citywide Contract, or its successors, which addressed time and leave variations for employees working other than the standard work week.

WHEREFORE, we have hereunto set our hands and seals this 26th day of October, 2021.

FOR THE CITY OF NEW YORK



RENEE CAMPION
Commissioner

FOR THE NEW YORK STATE
NURSES ASSOCIATION



PAT KANE, RN
Executive Director

FOR THE NEW YORK CITY
NYC HEALTH + HOSPITALS



ANDREA G. COHEN
Senior Vice-President and
General Counsel

22007

H



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

2008

Lorraine Seidel
Director, Economic and General Welfare Program
New York State Nurses Association
120 Wall St., 23rd floor
New York, NY 10005

Dear Ms. Seidel

This is to confirm certain mutual understandings and agreements regarding the 2007-2010 Staff Nurse Agreement.

Transit Check

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment.

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

Residency

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law for employees covered by the terms of this Agreement.

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Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

Additional Compensation Funds

Effective on the last day of the unit agreement, the bargaining unit shall have available funds not to exceed 0.34% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 4 or the hiring rate for new employees set forth in Section 5. The funds available shall be based on the December 31, 2003 payroll, including spinoffs and pensions.

Labor Management Committee on Pension Issues

There shall be a joint Labor Management Committee on Pensions with the appropriate parties. The committee shall analyze the actual costs and additional contribution rates for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rates and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs.

The appropriate parties further agree to discuss the following issues:

- Chapter 96 Reopener
- Chapter 96 Escape
- Age and Vesting Requirements
- Member Contribution Amounts and Duration
- Benefit Formula Changes
- Service Credits
- Any other areas the parties mutually agree to

Continuation of Certain Health Benefits

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

22007

Performance Compensation Procedures

The Letter-Agreement between the City of New York and District Council 37 regarding such criteria and procedures insofar as they relate to the City of New York's "Performance Compensation Procedures" shall apply (in lieu of the provisions in Article XVII ("Merit Increases"), Sections 1 and 2).

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED

 MA, RN

CORRAINE SEIDEL
New York State Nurses Association

22007

I



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Reclor Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2005

Ms. Lorraine Seidel
Director, Economic & General Welfare Program
New York State Nurses Association
120 Wall Street
New York, New York 10005

Re: 2007-2010 Staff Nurse Agreement

Dear Ms. Seidel:

The following is to confirm the meaning and understanding of the parties with respect to certain elements of the Letter of Agreement which the parties agreed to during the negotiations for the 2007-2010 Staff Nurse Agreement:

1. Residency
The proposed modification of the Administrative Code regarding residency requirements does not impact on the residency requirements at the Health & Hospitals Corporation.
2. Pension Committee
The Labor/Management Committee on Pension Issues provision in the Letter of Agreement does not imply any waiver by the parties of their rights to seek or to oppose legislation regarding pension benefits.
3. Performance Compensation Procedures
The parties agree to hold a labor/management meeting with NYNNA prior to any implementation of the procedures, as outlined in the D.C. 37 letter referred to in this provision of the Letter of Agreement, for titles represented by the union.

If the above conforms to your understanding, please sign below.

Very truly yours,

James F. Hanley
Commissioner

Lorraine Seidel
New York State Nurses Association

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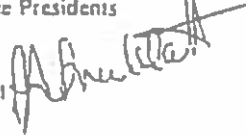
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NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street • Suite 500 • New York • New York 10013
212-788-3664 Fax: 212-788-3355

Pamela S. Silverblat
Senior Assistant Vice President
Human Resources & Workforce Development

TO: Network Senior Vice Presidents
Executive Directors

FROM: Pamela S. Silverblat 

DATE: December 7, 1998

SUBJECT: Scheduling of Registered Professional Nurses on Weekends

This memorandum states the Corporation policy concerning the weekend scheduling of registered professional nurses represented by the New York State Nurses Association. Weekend is defined as the two-day period consisting of Saturday and Sunday. Registered professional nurses on units/services which are open on Saturday and/or Sunday shall be entitled to at least 26 weekends off per year. In implementing this policy, no changes shall be made in existing work schedules, except to the extent necessary to comply with the requirements of this policy. Notwithstanding the above, exceptions may be made where strict adherence to this policy would compromise patient care.

Luis R. Marcos, M.D.
Frank Cirillo
William Hermann

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NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street - Suite 500 - New York - New York 10013
212-788-3684 Fax: 212-788-3355

Pamela S. Silverblatt
Senior Assistant Vice President
Human Resources & Workforce Development

TO: Network Senior Vice Presidents
Executive Directors

FROM: Pamela S. Silverblatt *P. Silverblatt*

DATE: December 7, 1998

SUBJECT: Floating Assignments for Nurses

This memorandum states the Corporation policy concerning 'floating' assignments for registered professional nurses represented by the New York State Nurses Association. The guidelines for these assignments are:

- 1) Floating shall not be used to cover vacancies whose existence can be identified in advance, e.g. scheduled vacations, long-term sick leave, workers compensation, etc. It shall only be used to cover unexpected vacancies which arise on a particular tour in a unit or service.
- 2) When registered professional nurses represented by NYSNA are assigned to float it shall be between units within their assigned service or related service, or to units on a service where they have worked or have had orientation.
- 3) Floating assignments shall be distributed equitably among the registered professional nurse staff.
- 4) Floating assignments shall be made at the beginning of a tour of duty. To that end, nurses who are going to be unexpectedly absent must call in a minimum of two hours prior to the start of the tour of duty. It is the responsibility of the Director of Nursing or the Director's designee to arrange for staff coverage prior to the commencement of the tour.
- 5) Notwithstanding the above, when, in the judgment of the Director of Nursing or the Director's designee, adherence to this policy would compromise the delivery of patient care, floating assignments will be made as required.

cc: Luis R. Marcos, M.D.
Frank Cirillo
William Herrmann

22007




NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street - Suite 500 - New York - New York 10013
212-788-3664 Fax 212-788-3355

Donna Lynne
Senior Vice President
Corporate Affairs

MEMORANDUM

December 2, 1997

To: Network Senior Vice Presidents
Executive Directors

From: Donna Lynne 

Subject: Shift Rotation - Registered Professional Nurses

This memorandum establishes a revised Corporate policy on shift rotation for registered professional nurses. This policy will commence immediately and employees shall be given at least three months advance notice of their rotation schedule.

Shift rotations shall be scheduled for no less than one month at a time. Employees with seven or more years of service as a registered professional nurse with the Corporation and/or mayoral agencies, or who regularly work the evening or night tour, shall not be required to rotate. Employees with less than seven years of service shall not be required to rotate more than three months in any year unless the employee submits a written request for additional rotation to the Director of Nursing.

In implementing this policy, no changes shall be made in existing work schedules except to the extent necessary to comply with the requirements of this policy.

Where this policy limits a facility's ability to provide shift coverage due to a lack of personnel with less than seven years of service, the facility shall initiate a Labor/Management meeting with the NYSNA to discuss alternatives, including, but not limited to, hiring for tour and rotation of employees with more than seven years of service.

Notwithstanding the above, any employee may be required to rotate in an emergency situation.

cc: Luis R. Marcos, MD
Patricia Silverstein
Byl Herrmann
Directors of Nursing
Human Resources Directors
Labor Relations Officers

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THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

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5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:



Harry Nespoli, Chair



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner
RENEE CAMPION
First Deputy Commissioner
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
 - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
 - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely

Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair

22007



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

October 20th, 2021

Pat Kane
New York State Nurses Association
131 West 33rd Street, 4th Fl.
New York, NY 10001

Re: Floating Assignments

Dear Ms. Kane:

This is to supplement the December 7, 1998 memorandum regarding floating assignments for Registered Nurses.

With respect to paragraph 2 of the December 7, 1998 memorandum, nurses may only be floated to a unit in their assigned service or a related service if they are competent and trained to perform core nursing tasks on the unit needed for the particular care assignment.

With respect to paragraph 3, the employer will track floating assignments to facilitate the equitable distribution of floating assignments among registered professional staff and, upon request from NYSNA, will provide relevant information on floating assignments to NYSNA.

In all other respects, the December 7, 1998 memorandum remains in effect.

If the above accords with your understanding and agreement, kindly execute the signature line below.

Sincerely,

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF NYSNA:

Pat Kane, RN
Executive Director

22007



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner

Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Lavitt
Deputy Commissioner
Health Care Strategy

Georgatta Gestaly
Director, Employee Benefits Program

October ^{26th}, 2021

Pat Kane
New York State Nurses Association
131 West 33rd Street, 4th Fl.
New York, NY 10001

RE: Faster payment of overtime

Dear Ms. Kane:

The following is to confirm the mutual understanding of the parties with respect to implementing procedures for the timelier payment of overtime to NYSNA members. NYC H+H and NYSNA agree to regularly meet to discuss mutually agreeable alternatives to existing processes, which may include but are not limited to the implementation of mutually agreeable Alternative Work Schedules (AWS) other than the current 4-week AWS.

If the above accords with your understanding and agreement, kindly execute the signature line below.

Sincerely,



Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF NYSNA:



Pat Kane, RN
Executive Director

22007



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner

Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt

Deputy Commissioner
Health Care Strategy

Georgette Gestaly
Director, Employee Benefits Program

October 20th, 2021

Pat Kane
New York State Nurses Association
131 West 33rd Street, 4th Fl.
New York, NY 10001

RE: Paid Family Leave

Dear Ms. Kane:

The parties agree that NYSNA shall have the option to enter into the New York State Paid Family Leave Benefit Program during the term of the 2019-2023 collective bargaining agreement by servicing written notice on the City of New York Office of Labor Relations that the NYSNA membership has ratified and agreed to opt into the State Program.

Within thirty (30) days of service of the NYSNA ratification notice, the parties will meet to discuss the terms and conditions of entering the Paid Family Leave Program and the effective date of coverage.

If the above accords with your understanding and agreement, kindly execute the signature line below.

Sincerely,


Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF NYSNA:


Pat Kane, RN
Executive Director

22007