



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: LICENSED PRACTICAL NURSE
TERM: JULY 5, 2007 TO AUGUST 4, 2009

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 1199/SEIU United Healthcare Workers East 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: MAR 10 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO:	DATE:
<u>09016</u>	<u>MAR 10 2009</u>

2007-2009 LICENSED PRACTICAL NURSE

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AGREEMENT entered into this 10th day of Mar 2008, 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 (hereinafter referred to jointly as the "Employer"), and 1199 S.E.I.U. United Health Care Workers East (hereinafter referred to as the "Union"), for the twenty-five month period from July 5, 2007 through August 4, 2009.

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 - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union 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, hourly or per diem, in the below listed title, 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 Union 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 title listed below:

Licensed Practical Nurse	50902, 003150
Licensed Practical Nurse (Dept. Aging)	06041

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

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Section 1.

a. The Union shall have the exclusive right to the checkoff 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 Checkoff of Union Dues**" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "**Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees.**"

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 Union 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 into this *Agreement*.

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, 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, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours (37.5 hours in the Health and Hospitals Corporation). 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 - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
37.5 hour week basis - 1/1957.5 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 the said increase above the maximum shall not be deemed a promotion.

Section 2.

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

SALARY RANGES

EFFECTIVE DATE:	<u>August 5, 2007</u>		<u>February 5, 2008</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
<u>TITLE</u>				
Licensed Practical Nurse	\$33,716	\$38,386	\$35,402	\$40,305
Licensed Practical Nurse (DFTA)				

Per Diem Rates

<u>Effective Date</u>	<u>Day</u>	<u>Evening & Night</u>
8/5/07	\$142	\$155
2/5/08	\$149	\$163

b. **GRADUATE PRACTICAL NURSE:** For Graduate Practical Nurses working under a temporary permit to practice as a Practical Nurse pending issuance of a license to practice as a Licensed Practical Nurse, the appointment rate shall be \$260 less per annum than that provided above. Such rate shall continue in effect until a license to practice as a Licensed Practical Nurse is secured from the State Education Department of the State of New York and then the applicable appointment rate for Licensed Practical Nurses shall be paid effective the date of issuance of said license.

Section 3. General Wage Increase

Licensed Practical Nurse 2007-2009

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09018

- a. The general increases, effective as indicated, shall be:
- i. Effective August 5, 2007, Employees shall receive a general increase of 2 percent.
 - ii. Effective February 5, 2008, Employees shall receive an additional general increase of 5 percent.
 - iii. Part-time per annum, per session, hourly paid and 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 subsections 3 (a) (i) and 3 (a) (ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3 (a) above shall be calculated as follows:
- i. The general increase in Section 3 (a) (i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect August 4, 2007.
 - ii. The general increase in Section 3 (a) (ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect after the general increase in Section 3 (a) (i) is applied.
- c.
- i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.
 - ii. The general increases provided for in this Section 3 shall not be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

Section 4.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 5.

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 6.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

<u>Title</u>	<u>Advancement Increase</u>
Licensed Practical Nurse	\$603

Section 7. - Longevity Differential

a. Employees with the required number of years of experience in the City or the Corporation set forth below in the Licensed Practical Nurse occupational group shall receive a pro-rated annual longevity differential in the amount set forth below.

<u>Years of Experience</u>	<u>7/1/07 Annual Amount</u>	<u>2/5/08 Annual Amount</u>
After 5 years	\$157	<u>\$157</u>
After 10 Years	an additional \$270	<u>an additional \$500</u>
After 15 Years	an additional \$379	an additional \$379
After 20 Years	an additional \$270	an additional \$270

b. Employees with one year of service shall receive a pro-rated annual longevity differential in the amount of \$432. This differential shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

c. Newly qualifying employees shall be eligible to receive the differentials on the January 1, April 1, July 1, or October 1 immediately following the employee's anniversary date. The longevity differential shall not be included in the employee's base salary rate and shall not be pensionable until the employee has received the differential for two (2) years.

Section 8. - Differentials

a. **Department of Correction**

A differential in the pro-rated **annual** amount of **\$1,051** shall be paid to each Licensed Practical Nurse employed in a Department of Correction facility while engaged in direct patient care on a continuing basis in that facility.

b. Evening or Night Shift

A differential in the pro-rated **annual** amount of **\$2,306** shall be paid to each Licensed Practical Nurse assigned to the performance of duties on the evening or night shift.

c. Nurse-In-Charge

A differential in the amount stated below shall be paid on a per shift or per annum basis, as appropriate, for each Licensed Practical Nurse assigned as Nurse-in-Charge or to the operating room or as a scrub nurse in the caesarean section unit or in the delivery room:

<u>Annual Amount</u>	<u>Per Shift</u>
\$840	\$3.86

d. Proration

The differentials listed above shall be reduced by one-half in the case of a Practical Nurse currently registered to practice as a Licensed Practical Nurse employed on a part-time basis for work performed per two week pay period of not less than 37.5 hours (Health and Hospitals Corporation) or 40 hours (Mayoral agencies).

e. Pyramiding of Differentials

The differentials listed above are mutually exclusive. Any such differential to which a Licensed Practical Nurse may be entitled to receive is to be provided in addition to any other differential(s) to which such Licensed Practical Nurse may be entitled.

Section 9. Tuition Reimbursement

a. Reimbursement for tuition shall continue to be granted by the Employer, upon satisfactory completion of work-related courses or work shops approved by the employing agency in a sum not to exceed \$1,600 per annum to each full-time Licensed Practical Nurse, who has completed one or more such courses. Such allowance shall be a maximum \$800 per annum for each Licensed Practical Nurse who is employed on a part-time basis for work performed per two week pay period of not less than 37.5 hours (Health and Hospitals Corporation) or 40 hours (Mayoral agencies).

Section 10. Uniform Allowance

A uniform allowance in the pro-rated annual amount stated below shall continue to be provided for each Licensed Practical Nurse, who is required to wear a uniform, which is not otherwise provided by the Employer:

<u>7/1/07</u>	<u>2/5/08</u>
\$249	\$500

One-half of the uniform allowance provided for above, shall be paid to a Licensed Practical Nurse,

who is employed on a part-time basis for work performed per two week pay period of not less than 37.5 hours (Health and Hospitals Corporation) or 40 hours (Mayoral agencies).

Section 11. - Training & Upgrading Fund

Pursuant to the provisions of a separate agreement between the City and 1199/SEIU, a contribution of \$100,000 per annum shall to be made to the 1199/SEIU Training & Upgrading Fund for the purpose of providing training, upgrading and related projects for employees of the City and/or Health and Hospital Corporation who are represented by 1199/SEIU.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement, the Welfare Fund provisions of the 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, 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.

c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

Section 2.

The Unions agree 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.

Effective June 1, 2007 there shall be an additional contribution to the Welfare Fund of the pro-rata annual amount of \$100 per full-time Employee.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction.

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. 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 the following terms:

Section 1. - Performance Levels.

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. 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 performance standards or norms hereunder.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. - Supervisory Responsibility

a. 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 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.

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. - 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.

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 Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or 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 Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation 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 a non-competitive employee as defined in Section 4 of this Article VI.

Section 2.

The Grievance Procedure, except for grievances as defined in Section 1(D) of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at Step I.

All grievances must be presented in writing at all steps in the grievance procedure. 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 alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

Step I. - The employee and/or the Union shall present the grievance 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 except that the grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.*

***N.B.** In the case of grievances in the Health and Hospitals Corporation 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 shall be presented in writing to the person designated by the agency head for such purpose. 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 Union for review of the grievance and shall issue a determination to the employee and/or the Union by the end of the fifth 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 the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I or STEP I(a) determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth 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 Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work 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 Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work 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 therefor 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 accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any

appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the employee or employees and the Union 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 and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

a. The provisions contained in this section shall only apply to non-competitive employees with twelve months or more of service who are in the following categories:

- 1) Full-time per annum
- 2) Part-time per annum
- 3) Per diem who work at least a total of half-time per week;

The provisions contained in this section shall not apply to:

- a) Temporary employees
- b) Probationary employees

b. In any case involving a grievance under Section 1(d) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A. - Following the service of written charges a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges at STEP I of the Grievance Procedure as set forth in this Agreement. The employee may be represented at such conference by a representative(s) of the Union. 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 determination in writing by the end of the fifth day following the date of the conference.¹

¹ If the Employee is covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation and is satisfied with the **STEP A** determination, the Employee may accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or

STEP B - If the Employee is not satisfied with the determination at Step A, above, he/she may appeal such decision. The appeal must be within five (5) work 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.²

Section 5.

a. A grievance concerning employees of two or more Agencies covered by the provisions of this contract which concerns a claimed misinterpretation, inequitable application or failure to comply with the provisions of this Agreement may be filed directly at Step III of the grievance procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

b. In the Health and Hospitals Corporation, a grievance concerning employees of two or more Corporate facilities which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may 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 6.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at STEP III of the Grievance

Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Section 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

² If the Employee is covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation and is not satisfied with the determination at STEP A, above, the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the Employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an Employee's suspension without pay pending hearing and determination of charges shall not

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Procedure; or if a satisfactory STEP III determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at STEP IV of the Grievance Procedure.

Section 7.

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

Section 8.

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative(s) present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 10.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union 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 Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto.

Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work 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 11.

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

exceed thirty (30) days.

party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 12. 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 12 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) to 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 - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Employer business.

ARTICLE VIII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union 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 IX - CITYWIDE ISSUES

Section 1.

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. Vacation Schedule

a. Pursuant to Article V, Section 23 of the 1985-87 Citywide Agreement the parties agree that it is impracticable to recruit for the titles covered by this Agreement and the City has obtained a variation of Article V, Sections 1 (b) and 19(b) of the 1985-87 Citywide Agreement as related to annual leave allowances for employees hired on or after July 1, 1985.

b. The annual leave allowance for employees hired on or after July 1, 1985 shall accrue as follows:

<u>Years in Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance*</u>
At the beginning of the 1st year:	1.25 days	15 days
At the beginning of the 2nd year:	1.33 days	16 days
At the beginning of the 3rd year:	1.33 days	16 days
At the beginning of the 4th year:	1.5 days plus an additional day at the end of the leave year	19 days
At the beginning of the 5th year:	1.23 days	20 days
At the beginning of the 8th year:	2 days plus an additional day at the end of the leave year	25 days
At the beginning of the 15th year:	2.25 days	27 days

*Total after one full leave year at monthly accrual rate.

c. The annual leave allowance for part-time per annum, hourly, per diem and per session employees hired on or after July 1, 1985 who work at least one-half the regular hours of full-time employees in the same title shall accrue as follows:

At the beginning of the employee's 1st year - 1 hour for 15 hours worked
At the beginning of the employee's 2nd year - 1 hour for 14 hours worked
At the beginning of the employee's 3rd year - 1 hour for 14 hours worked

At the beginning of the employee's 4th year - 1 hour for 12 hours worked
At the beginning of the employee's 5th year - 1 hour for 11 hours worked

ARTICLE X - UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union 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 XI - TRANSFERS

Voluntary transfers from one shift to another, one area of a hospital or other work location(s) when vacancies arise, shall be made on the basis of greatest seniority in the hospital or work location from among employees who are qualified. Involuntary transfers shall generally be made on the basis of least departmental seniority within the hospital; however, if transfers are required out of seniority, such transfers shall not be arbitrary and capricious. Any complaint with respect to such transfers shall constitute a grievance subject to the grievance procedure under this contract.

ARTICLE XII - FIRST AID

In emergency situations, Licensed Practical Nurses employed by the Health and Hospitals Corporation shall have access to the employee health services, or if such service is not available, to emergency room facilities.

ARTICLE XIII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, 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 having at least fifty employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. The subject of involuntary overtime, shift rotation, involuntary frequent assignment rotation (floating), as well as other items are appropriate for consideration by the labor-management committee. 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 Union 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 chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. 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 Union 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 XIV - EDUCATION AND STAFF DEVELOPMENT COMMITTEE

A committee shall be established in the Health and Hospitals Corporation to recommend guidelines with respect to eligibility for tuition reimbursement, education/conference leave and staff development. The committee shall have an equal number of representatives from the Licensed Practical Nurses Association and the Health and Hospitals Corporation, not to exceed three (3) in number for each side. The Committee will meet on a bi-monthly basis. 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.

ARTICLE XV - PROFESSIONAL PRACTITIONER STATUS

The Nursing Practice Committee in each facility shall consider steps to be taken by the facility to relieve Licensed Practical Nurses of tasks and responsibilities which in the judgment of the Nursing Practice Committee constitute non-nursing functions, subject to the Rules and Regulations of the HHC and the City of New York. Recommendations of the Committee shall be made in writing to the institutional Director of Nursing and to the Executive Director who shall consider the recommendations. The Executive Director shall respond, in writing, within twenty (20) working days.

The decision of the Executive Director may be appealed by the Union in writing, within fifteen (15) working days after issuance, to a HHC Central Office Appeal committee composed of the Vice-President,

Corporate Affairs; Vice-President, Finance; Vice-President, Medical and Professional Affairs; the Director of Nursing Services; an Executive Director; and a Director of Nursing from an HHC facility; or their designee. The Committee will meet on at least on a monthly basis to consider appeals of an Executive Director's decision on non-nursing functions. The written appeal filed by the Union will include information submitted to the Nursing Practice Committee, the recommendation of the Nursing Practice Committee, the decision of the Executive Director, other information the Union believes is relevant to the appeal and a statement explaining why the Union disagrees with the decision of the Executive Director or the recommendation of the Nursing Practice Committee. The Appeal Committee shall issue a written response within forty-five (45) working days of the date the Appeal Committee heard the appeal. The decision of the Appeal Committee shall be final and binding. Matters presented to the Central Office Appeals Committee shall not be subject to the grievance and arbitration procedure nor appealable to the Personnel Review Board.

ARTICLE XVI - ISSUES SPECIFIC TO LICENSED PRACTICAL NURSES

A labor-management committee, chaired by the Vice President of Corporate Affairs, shall be established at the Health and Hospitals Corporation. Said committee shall meet at the request of either HHC or the union to discuss issues specific to Licensed Practical Nurses.

ARTICLE XVII - JOINT LABOR-MANAGEMENT COMMITTEE ON LPN NURSING PRACTICE

Section 1.

The parties shall jointly establish a committee to meet and discuss issues limited to Corporate nursing practices within the Health and Hospitals Corporation as related to Licensed Practical Nurses.

Section 2.

The committee shall be composed of the President of 1199 SEIU (or his/her designee) and three other members named by him/her and the Senior Vice President of Corporate Nursing and Special Initiatives (or his/her designee), three other members named by him/her, and a representative of HHC's Human Resources office. Either party may invite ad hoc members to the committee if needed to fully explore a particular topic.

Section 3.

The Committee shall meet at the request of either party; the party requesting the meeting shall provide an agenda at least two (2) weeks in advance of the meeting. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by this Committee, nor shall any actions resulting from this committee be subject to the grievance or arbitration process.

ARTICLE XVIII - 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 XIX - 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 XX - 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 XXI - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XIII of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 10th day of Mar 2008.

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

1199/SEIU UNITED HEALTHCARE WORKERS EAST

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of
Labor Relations

BY: *Maria Castaneda* 2/4/09
Maria Castaneda
Secretary Treasurer

**NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION**

BY: *Frank J. Cirillo*
FRANK J. CIRILLO
Senior Vice-President

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>09016</u>	DATE: <u>MAR 10 2009</u>

APPROVED AS TO FORM:

BY: *Paul T. Rephen*
PAUL T. REPHEN
Acting Corporation Counsel

**Submitted to the
FINANCIAL CONTROL BOARD**

Date:

**UNIT: LICENSED PRACTICAL NURSES
TERM: July 5, 2007 through August 4, 2009**