

# TENATIVE AGREEMENT

Between Mt. Sinai Hospital And New England Health Care, 1199 SEIU

*The Parties agree to modify the parties' 05/26/2021 – 05/26/2024 collective bargaining agreement as follows:*

**Article 1 -Recognition of the Collective Bargaining Unit: modify section 9 (b) and add new subsection 9(c. iv) as follows:**

(b.) When a per diem Employee works an average of twenty-four (24) or more hours per week over two (2) **consecutive** calendar quarters, **The Employer will post a position rounded to the nearest standard scheduled hours per each department staffing matrix.** This provision does not apply to a per diem employee who is covering an approved leave of absence.

(c) iv. Per diem employees are required to work the following:

5. Twenty-four (24) hours per six-week cycle with shift requirement based on department staffing standards (*i.e., 8-hour shift*)
6. 16 hours must be off shift based on department needs.
7. 1 Holiday (see Article 13) shift per year based on department needs.
8. If the per diem position is a Nursing Assistant secondary position, the employee must pick up one eight (8) hour shift per quarter to maintain competency. Failure to meet this requirement will result in the employee being removed from the position. The one 8-hour shift will not be subject to cancellation due to overtime or census reduction as determined by management, nor will CNA's working that same shift be subject to cancelation due to overtime or census reduction.
9. These Per diem hours requirements shall not supersede or modify the hours distribution procedures in Article 10, section 4.

**Article 6—Union Activity, Visitation and Bulletin Boards** *modify sections 2 & 6 as follows:*

2. Official representatives of the Union shall have reasonable access to the Hospital for the purpose of conferring with the Hospital, delegates of the Union and/or Employees in the bargaining unit and for the purpose of administering this Agreement, provided they first give reasonable advance notice to the ~~VP of~~ Human Resources ~~or~~ designee. The Hospital shall designate a reasonable place for any conference by the Union representative(s) on the Hospital premises and the duration of any such Union visitation or conference shall be subject to the approval of the Hospital so that it can arrange to cover the work of affected Employees in the interim. Such visits shall be subject to the needs of the Hospital and shall not interfere with patient care or the operation of the Hospital.
6. The Hospital shall arrange for each newly hired Employee to meet on work time, for the Human Resources Department orientation day, with the Union representative for a period not to exceed one-half (1/2) hour for the purpose of informing such Employee about the Union and this Agreement. One member of the bargaining unit shall be designated by the Union as its representative for this purpose. **A list of all newly hired employees expected to be at the Human Resources Department orientation day will be emailed to**

notifications@seiu1199ne.org and the designated representative of the union the Thursday prior to the orientation day. The designated representative for the Union will meet with these newly hired employees as a on the Thursday following orientation.

**New Section 8. Negotiations:** Up to five (5) Bargaining Committee members will be provided with time off for the purpose of renegotiating this collective bargaining agreement.

**Article 9 - Wages and Minimums** – *modify section 1 & 7 as follows and add new section*

**Section 1:**

(a) **General Wage Increases.** Employee covered by this agreement during the terms of the agreement shall receive general increase in their respective regular hourly rate of pay or the applicable minimum rate of pay, whichever would result in a higher rate of pay as follows:

<u>Effective Date</u>	<u>General Wage Increase</u>
<u>5/26/2024</u>	<u>2.00%</u>
<u>5/26/2025</u>	<u>2.25%</u>

(b) The general wage increases specified in Section 1(a) shall be applied to the minimum hourly wage rates of the job classification(s) covered by this Agreement. **An additional twenty-five (\$0.25) shall be added to the rate of pay for all Mental Health rates. Wage increases will be effective with first full pay period following May 26<sup>th</sup>, 2024.**

(c) **Ratification Bonus: All active employees as of the date of ratification will receive a ratification bonus of 1% of their gross wages earned over the previous 12 months. This bonus shall be paid out two (2) pay periods following the date ratification.**

**Section 7:** Employees who are involuntarily laid off for any period in excess of thirty (30) days necessitated by lack of work and/or economic reasons shall be eligible for severance pay on the following basis:

<b>Years of Service</b>	<b>Weeks' pay based on scheduled hours</b>
Less than one (1)	One (1) week
One (1) or more but less than two (2) <del>five (5)</del>	Two (2) weeks
<del>Five (5) or more but less than ten (10)</del>	<del>Three (3) weeks</del>
<del>Ten (10) or more</del> Two (2) or more but less than three (3)	Four (4) weeks
Three (3) or more but less than four (4)	Six (6) weeks
Four (4) or more but less than five (5)	Eight (8) weeks
Five (5) or more but less than six (6)	Ten (10) weeks
Six (6) or more	Twelve (12) weeks

Such severance pay shall be paid in a lump sum after thirty (30) days of layoff and shall be a one-time payment. If an Employee is recalled in accordance with Article 8, Section 6 and is subsequently laid off again, such severance payment shall be offset against the amount of severance pay to which he may be entitled on the basis of his years of service at the time of the subsequent layoff.

**New Section 8: Longevity Bonus:** Employees with ten or more years of service shall receive longevity bonus two weeks after ratification, as follows and each year of the contract in the first pay period following May 26<sup>th</sup>:

<b>Years of Service</b>	<b>Longevity Bonus</b>
25 or more years	\$500
20 or more years, but less than 25 years	\$375
15 or more years, but less than 20 years	\$250
10 or more years, but less than 15 years	\$200

**Article 10 – Hours** *add new section 10 & 11 as follows:*

**New Section 10. Selection of additional shifts.** When Employees are offered two equivalent shifts for the same date and time but in two different departments, if the Employee chooses to pick up one of the shifts, they must pick up the vacant shift in their home department over the equivalent pick up shift in another department.

**New Section 11. Mid-shift reduction due to low volumes.** Should volumes not support current staffing during a shift, management may decide to reduce or float staff mid-shift (flex). Should this need arise, as much notice will be given to staff as reasonably possible. Mid-shift cancellations will be based on the order laid out in section 4 (c) of this Article and impacted staff will be guaranteed at least four (4) hours of pay or work.

**Article 11 – Overtime, modify section 1 as follows:**

1. Employees shall be paid one and one-half times their Regular pay for authorized time worked in excess of eight (8) hours in one day or forty (40) hours in any work week. ~~The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, and jury duty days.~~

**Article 12 Shifts, Shift Differentials and Specialty Pay** *modify section 7, 11 and add a new section 13 as follows*

7. In recognition of the environment of care on the Behavioral Health Units **employees, eligible Nursing Assistants** who are assigned to work a one-on-one assignment will receive an Environment of Care adjustment of ~~\$0.25~~ **forty-five cents (\$0.45)** for the time performing such task. ~~Effective 8/28/22 the one-on-one environmental care~~

~~adjustment will be increased to thirty cents (\$0.30) per hour for the time performing such task.~~

11. **Snow Removal.** Housekeeping aides, other than Housekeeping Aides III's who work on snow removal will receive twenty-five cents (\$0.25) per hour for a minimum of four (4) hours for the time they actually work on snow removal. **No Bargaining Unit Employees in the Engineering Department will be required to perform snow removal duties with the exception of the General Maintenance Mechanic. (Note As of 7/2/24 the General Maintenance position is not filled or posted.)**
13. Employees shall be paid a differential of two dollars (\$2.00) per hour for all worked as a preceptor (see attachment 1). Preceptor pay shall be paid any time an employee is training, regardless of whether the trainee is in the bargaining unit.

**Article 13—Earned Time Off (ETO)** *modify section 5 and 7(c), add new section 7 (f) as follows:*

5. ~~An employee may, voluntarily, transfer their accrued ETO time to another bargaining unit employee who is absent and who has exhausted all of his/her accrued time.~~ **All full-time and part-time employees as defined shall be eligible to participate in the Hospital Paid Time Off Donation Policy. Employees may donate ETO under the same terms and conditions as all other Hospital employees as amended from time to time.**
- 7(c). Each Employee's vacation period shall be designated by the Hospital to meet the requirement of operating conditions, provided, however, that the period preferable to the Employee on a classification seniority basis shall be selected whenever possible. ~~In no case shall vacation be taken in periods of less than one regular work day.~~
- 7(f). (New Section) **Employees are allowed to take ETO in periods less than one regular workday as staffing permits as determined by leadership.**

**Article 18—1199 Pension:** Effective 4/1/24 the parties will adopt and implement the preferred rehab schedule (as outlined in the 10/20/23 Pension Fund letter to participating Employers).

**Article 19 – Uniforms** *add new section 6 as follows*

6. The Hospital agrees to pay up to eighty (\$80) dollars, once a year, toward a slip resistant black shoe (including the sole), from a vendor of the Hospitals choosing, for the Food and Nutrition staff.

**Article 20 - General** *eliminate out of date section 5:*

5. ~~Management agrees to meet with the Stationary Engineer and Coverage Mechanics to discuss their Job Description and Wages within 30 days of ratification of the Contract.~~

**Article 26 – Grievance Procedure** *modify section 7 as follows:*

7. No grievance concerning any matter, except as provided in Article 24 relating to discipline and discharge, shall be considered under the grievance and arbitration procedure unless it is presented at Step 1 within ~~sixty (60)~~ **thirty (30)** calendar days from the date of the occurrence of the condition or incident giving rise to such grievance.

**New Article (Numbered Article 29 and renumber Article 29 to Article 30) - Successorship**

If the Employer decides to sell or transfer any of its operations at the Mount Sinai campus, it will advise the union at least ninety (90) days prior to the effective date of such sale or transfer. Such notice shall include the name and address of the purchase.

**Article 29 (renumber as Article 30)—Duration and Finality of Agreement** *modify section 1 as follows:*

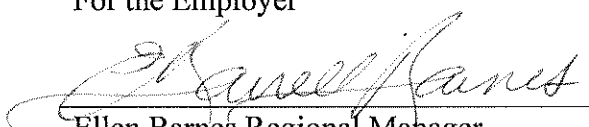
**Section 1:** This Agreement shall be in full force and effect from May 26, ~~2021~~ **2024**, up to and including 12:01 a.m. of May 26, ~~2024~~ **2026**. The Agreement shall continue thereafter unless either party has given or gives the other party ninety (90) days' notice either verbally or in writing of its desire to terminate or modify the Agreement. When such notice is given, the parties agree to meet during such ninety (90) day period for the purpose of negotiating the terms and conditions of a new agreement.

***Subject to Ratification by the membership***

For the Union

For the Employer

\_\_\_\_\_  
Rob Baril, President

  
\_\_\_\_\_  
Ellen Barnes Regional Manager,  
Colleague and Labor Relations

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**Attachment 1 - Preceptor/Retention Program**

**A. Team of preceptors**

1. All employees who have -successfully completed 365 days in the role are eligible to volunteer to participate in this preceptor program, but no more than six (6) members per unit (two per shift).
  - a) Adult BHU: 6
  - b) Child and Adolescent BHU: 6
  - c) Dual Dx: 6
  - d) Rehab Nursing Assistants: 6

**B. Requirements to participate as preceptor in this program:**

1. One (1) year with no discipline and remain out of discipline to remain as a preceptor.
2. Must be full-time or part-time and schedule to work the majority of the orientation period.
3. Must commit to precept new hire for all regularly scheduled shifts as identified by unit manager.
4. Assist the preceptee in ensuring that all tasks from self-assessment and skills validation sheet are completed.
5. After the orientation, the preceptor remains available as needed for the new hire as a peer resource for a period of 180 days.
6. Must complete a 4-hour preceptor training program at base rate.
7. Meet with the department manager for supervision no less than weekly while actively precepting a new employee.

**C. Preceptor selection. Preceptors will be chosen to work in the preceptor capacity by order of classification seniority:**

- a) After serving as preceptor, the employee will rotate to the 'bottom' of the list to allow the next most senior employee the opportunity to precept.
- b) If a preceptor is next in order by seniority but is unavailable to fulfill the precepting commitment they will be 'passed over,' but maintain their place at the top of the list for the next opportunity.
- c) If a preceptor is unavailable to fulfill the precepting commitment a second time, they will be rotated to the 'bottom' of the list.
- d) Preceptor list will be maintained by nursing leadership and accessible to 1199 delegates.

**D. Compensation:**

1. See contractual preceptor rates for hours spent precepting.