

Alliance Bargaining Contract Proposals

1. Term of Contract

- a. 3-year deal. 1/1/2019 – 12/31/2021. The language should include the obligation on both parties to begin contract negotiations at least three months before the expiration date.

2. Staffing

- a. Establish ratios in contract that the Employer commits to follow. Ratios will be proposed in writing no later than Dec 20.
- b. Charge nurses (or other nurses who have additional responsibilities other than patient care) shall not be counted towards satisfaction of ratios
- c. Provide that joint labor/management staffing committee or PPC will have the authority to improve ratios for individual units as conditions change.
- d. Strengthen and replicate a consistent industry-wide PPC model – unit based or care area based. Enhanced and improved Sinai model.
- e. Provide that the PPC can and should impose monetary penalties if non-compliance happens more than once per week on any unit. If enough staff to cover ratios have been properly scheduled and the float pool is properly scheduled but is insufficient on a particular day then no penalty will be assessed.
- f. Monetary penalty shall equal the average wage and benefit cost of one nurse for each position below the ratio.
- g. The ratios will be maintained at all times. Thus, the daily assignment will include enough “break coverage nurses” to permit nurses to take their full contractual rest breaks and meal breaks without violating the mandated ratio numbers by forcing nurses to “cover” additional patients.
- h. Penalty money shall be distributed every six (6) months as directed by the NSYNA LBU committees.
- i. Transparency: each month the PPC shall publish a list of units where staffing was insufficient more than once in a month. List to be posted on each unit. List should also include any agency nurses and what position they are covering.
- j. Employers shall establish float pools in all specialties (eg: med surg, critical care, pediatrics, etc) in addition to existing float pools. The number of nurses assigned to each float pool shall be a local bargaining issue.
- k. Increase staffing to allow for 12 shifts every 4 weeks without reduction of benefits and compensation.
- l. Notwithstanding the ratios proposed in letter *a* of this section, specific Montefiore staffing increases and changes will include, but not be limited to, the following:
 1. Operating Room
 - a) Two break coverage RNs for every four scheduled rooms.
 - b) Weekend and Night Coverage: minimum 4 RNs and 1 PCC
 - c) Call Teams will not be used to cover cases outside their service

- d) Weekend scheduled cases staffed with regularly scheduled RNs. Emergent teams will not be used to cover regularly scheduled cases. Regularly scheduled teams will not cover emergent cases.
 - e) Expand On-Call Teams
 - f) Orientation will include Scrub Training. Details will be negotiated in local negotiations.
2. Montefiore School Health Nurse Practitioners: Add two Float NPs to cover for sick calls and other absences

3. Workplace Violence & Health/Safety

- a. The Employer shall maintain a safe, nonviolent workplace for patients, visitors, nurses, and other employees.
- b. The employer will report all instances of patient, visitor or employee abuse/violence (including verbal attacks, bullying or threats) against nurses, and post signage about the felony law around the hospital.
- c. The Employer will meet with NYSNA officers and representatives on request to receive and discuss complaints, suggestions, and other issues concerning a safe, nonviolent workplace. NYSNA may put complaints and suggestions in writing and, if it does so, the Employer will give written responses within ten (10) working days. Grievances about safety or violence may be initiated in writing at Step 3 of the grievance procedure. If the answer to such a grievance is not satisfactory to NYSNA the issue shall be submitted to expedited arbitration in accordance with the rules of the AAA.
- d. A violence prevention and intervention program and policy will be a collaborative project of the union, administration and other stakeholders. This program will include an active shooter (or other attack) policy that will reflect best national practices within and without the health care industry.
- e. Safe patient handling: The employer will provide safe patient handling and movement (SPHM) technology and devices of sufficient variety and quantity and in proper working condition to ensure that staff do not have to perform patient lifting, transferring, ambulation with assistance, positioning, or perform tasks, including but not limited to, sanitary care, wound care or limb holding, without proper SPHM technology and procedures. SPHM technology includes, but is not limited to, friction-reducing sheets, inflatable devices designed for safe positioning and transfer, mechanical lifts, including but not limited to stand-assist lifts (motorized and manual, with removable foot plates for ambulating), mobile lifts, and ceiling lifts. SPHM technology does not include slide boards, gate belts, draw sheets, or devices designed to reduce the likelihood of pressure ulcers but not designed for positioning or transferring patients using SPHM principles.
- f. Staff will be trained to utilize said equipment.
- g. Appropriate numbers of staff will be available to utilize lifting equipment.
- h. Amend language to include ability of committee to mandate purchase of equipment.
- i. Improve process and support for employees on workers compensation and disability.

(Specific current health and safety or violence issues may be raised in local bargaining.)

4. Missed Breaks & Meals

- a. The Employer will provide whatever supports are necessary to ensure that nurses take their meal breaks and other work breaks as negotiated in the contract.
- b. If a nurse covered by this agreement reports a missed meal break, the nurse shall be compensated at time and one half, in dollars or in comp time at said rate, at the nurse's discretion.
- c. Other work break times that are missed will be banked as comp time when reported by the nurse. Under no circumstances will said comp time be lost (ie if not scheduled within x period of time, etc.)
- d. Nurses who report missed meal breaks or missed work breaks shall not be counseled or disciplined for alleged failure to manage their time properly.

5. Per Diems, Agency, & Traveler Nurses

- a. The Employer may not utilize agency or traveler nurses without consultation and mutual agreement from the union.
- b. The nursing work force shall not include more than ___ percent per diem nurses, unless a higher percent is agreed to by the LBU for a set period of time.
- c. Per diem nurses will serve a probationary period equivalent to ___ shifts.
- d. Temporary employees may be hired for three (3) months for a specific project or to replace employees on leaves of absence or vacation. The three (3) months may be extended to six (6) months. The employees will be covered by all provisions of the contract after three (3) months of employment, retroactive to date of hire. They will not be eligible for the grievance provision for the first three months.
- e. Every three (3) months the Employer shall report to NYSNA the names of every per diem nurse that has averaged more than thirty-seven (37) hours of work per two (2) week period. The Employer will then post a number of part-time or full-time positions that equal the aggregate hours worked by nurses who had averaged more than thirty-seven (37) hours per two (2) week period.
- f. The protocols of employment of any per diem, agency (if any), temporary, and part time employees, shall be discussed in local negotiations.

6. Community Cooperation

- a. In the event that NYSNA establishes a community outreach committee, the Employer shall make available appropriate facilities for such committee to meet and interact with community stakeholders and their representatives. Such meetings will be pre-scheduled. Upon advance notice such committee members will be permitted to chaperone stakeholders on a tour of hospital facilities, and a member of management may be present on any such tour.
- b. The NYSNA committee shall not be on paid time during its activities but committee members shall be permitted to take paid union leave to attend to committee duties.

7. Disaster Relief

- a. The Employer shall keep Nurses on payroll (unpaid) when Nurses Volunteer and Work in Disaster Relief (“on payroll” for purpose of pension, benefits, seniority, etc.). Nurses who engage in such relief efforts may utilize benefit time or unpaid time at their choice.

8. Union Business

- a. Union representatives shall have access at all hours to all areas of the hospital where registered nurses work, so long as patient care is not impeded.
- b. Union Convention Delegates Released For Convention.
 1. Because of our new structure and delegated convention, elected delegates may not be one and the same as the local exec committee. Language to ensure that elected delegates are released for the union convention. Additional CE days, beyond CBA allotment, will be permitted for such activity that includes CEUs.
- c. Paid Union Business
 1. When stewards or leaders engage in contract administration, investigation of grievances, or other efforts to represent members to the Employer, it should be paid at straight time or comp time, regardless if it takes place when employee was scheduled to work or not (already practice in some places).

9. Probationary Period

- a. Establish common probationary periods of three (3) calendar months for all new hires, transfers and promotions.

10. No Strike Clause

- a. Change no strike clause to allow for informational pickets and demonstrations.

11. Weingarten Rights

- a. “Enhanced Weingarten” – Employer will advise employees of the right to have union representation prior to any investigatory meeting.

12. Organizing Rights

- a. Reports: Concurrent with furnishing seniority lists to the Association, as required by the contract, the Employer will provide (in Excel form) the name, date of hire and job title for all non-union RN (license required) positions, below supervisor, in any department and/or division of the Employer.
- b. This agreement shall apply to the facility referred to in the preamble as well as to any and all newly merged or established, newly acquired, or additional facilities of the Employer or its parent/holding corporation or organization.
- c. The Employer agrees to maintain a neutral position in any organizing activities undertaken by the Association. No supervisors, managers, consultants or agents of the Hospital will take a position in opposition to any Association organizing campaign. Supervisory employees will be directed to neither express opposition nor support of an organizing effort. The Employer will issue a written statement to

- employees stating that the Employer neither opposes nor supports the organization of a union and will negotiate in good faith once employees organize.
- d. In order to ensure neutrality, the Employer will educate/train supervisory and managerial staff about the legal rights of employees to organize, meet, speak and publish their opinion about unionization and related matters.
 - e. If the Association claims to have authorization cards from a majority of employees in a designated bargaining unit, the Employer shall agree to a card count conducted by a mutually acceptable neutral arbitrator or mediator. The Hospital agrees that the Association shall be recognized as the exclusive bargaining representative of the designated bargaining unit immediately upon certification by the mutually agreed upon neutral arbitrator or mediator that a majority of employees in the unit have signed authorization cards. The fees associated for the use of such arbitrator or mediator shall be paid by the Association.
 - f. Disputes over the scope of the affected unit, voter eligibility, or improper conduct by either party or any other dispute arising under or related to these provisions shall be decided by the person designated to conduct the card count. He/she shall be empowered to order any reasonably appropriate remedy for any breach of neutrality or other misconduct. His/her decision shall be final and binding.
 - g. Accretion and Successor language, where it exists, will apply, not only to the Employer named in the CBA but to its parent/holding corporation or organization as well.

13. Wages

- a. 5% per year wage increase on base rates, experience differentials, and certifications.
- b. No delay in increased wages from last contract to pay for jackets. Four (4) uniforms per year (Joint proposal for Sinai System).

14. Health Insurance*

- a. Current NYSNA Health Plan remains. No member will have to pay any premium copay.
- b. Discussion of necessary benefit improvements, including short-term disability compensation: Once agreement is reached, the Employer and the Union will request Trustee approval.

*Exception for Montefiore system. Proposals to improve plan and coverage will be made separately.

15. Retiree Health

- a. Employees with ten (10) years or more of service who retire at age sixty (60) or higher shall receive the following benefits for themselves, their spouse, their domestic partner, and dependents:
 - 1. Continued coverage for retiree and dependent, domestic partner, and/or significant other in NYSNA health insurance plan until employee becomes eligible for Medicare.

2. Coverage in a fully-paid Medicare-Plus plan for retiree and spouse if such plan is offered through or by the NYSNA health plan or, if not, in a plan fully paid for and offered by the employer.*
3. Issues related to Montefiore retirees will be discussed in local bargaining. The cost impact, if any, will be discussed in global bargaining.

* The Employer shall request that the Trustees of the NYSNA Plan vote to authorize the Fund to offer these benefits. The NYSNA officers will make the same request to their Trustees.

16. Differentials

- a. Shift differential shall be paid at 10% of base pay.
- b. Other differentials shall be increased by 5% per year.
- c. Float pool differentials shall be increased to 15% of base pay (also applies to anyone required to float – even if not in float pool)
- d. All degree differentials shall be increased by an amount that corresponds to the increase in CPI since the last time the degree differentials were changed.
- e. Possible new categories to receive differential – including: Transport, Lactation, etc.
- f. NYSNA and management will introduce systems to allow for a reduced weekend obligation for employees via incentive-based weekend initiatives (eg: Baylor Plan, weekend differentials, etc.), equitable weekend distribution and other creative programs to ensure safe staffing on the weekends.

17. Tuition Reimbursement and Support for Nurse Education

- a. Full reimbursement for eighteen (18) credits in any twelve (12) month period.
- b. Amend to require prepayment or direct pay by hospital
- c. All healthcare-related or employment-related degrees or certifications are eligible for reimbursement, including Bachelors, Masters, Doctorates and post Masters/post Doctoral degrees.
- d. If an employee is enrolled in an online program for a degree, and is able to earn more than eighteen (18) credits in a twelve (12) month period, the Employer shall reimburse for all such credits.
- e. For hospital trainings that are mandatory, required or requested by Employer, nurses will be provided with scheduled and paid work time off the unit to complete such trainings.
- f. Mandatory orientation trainings for new hires or transfers will be adjusted at each facility to adequately reflect challenges and changes in nursing practice and patient acuity. Nurses will not “take an assignment” as if fully oriented while on orientation.
- g. NYSNA will discuss the need for additional paid CE days (outside of mandatory education as described in letter *f* of this section) for those nurses requiring new expertise, based on technology and changes in protocols in a complex care environment.

18. Advanced Practice Nurse Issues

- a. Full reimbursement by Employer of DEA fees or other fees required of NPs, CRNAs, etc.
- b. Full reimbursement by Employer of certification fees where required, and of continuing education costs, if required.

19. Establish a Fund to Pay For Childcare or Elder Care Expenses

- a. Employer will contribute 1% of payroll to such a fund. Trustees will establish rules and regulations concerning utilization of the fund.

20. Improve Paid Family Leave

- a. The Employer will grant employees paid family leave of up to twelve (12) weeks at full salary.
- b. There shall be no requirement for the employee to use his or her accumulated sick, vacation, or other leave in lieu of or to supplement the leave paid by the Employer.
- c. The Employer shall continue health benefits for up to six (6) months for any employee who uses paid family leave or FMLA. After the employee receives twelve (12) weeks of paid family leave, the employee may use his or her accumulated leave time if he or she is taking additional time off under FMLA.

21. Sick Leave Time Donation

- a. Ability to donate sick time to other employees, including donation on retirement.

NYSNA reserves the right to modify or explicate these proposals.

No agreement at the global table will reduce the benefits, wages, other compensation or rights and/or practices of bargaining unit nurses. For example, the reimbursement of missed breaks at Mt. Sinai West is different and more generous than the proposal made here. Therefore, we expect the better benefit at Mt. Sinai West to continue and if similar situations arise with other proposals or agreements, we expect the better conditions to prevail where they exist.