

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTEFIORE NEW ROCHELLE

AND

TEAMSTERS, LOCAL UNION 445



Effective

November 6, 2017 - November 5, 2020



NOTICE TO MEMBERS FROM LOCAL 445

THIS AGREEMENT PROVIDES THAT ELIGIBLE EMPLOYEES, MEMBERS OF LOCAL 445 BE COVERED BY THE INDUSTRY AND LOCAL 338 PENSION AND WELFARE FUND. FOR INFORMATION OR CLAIM FORMS, CALL OR WRITE TO INDUSTRY AND LOCAL 338, PENSION AND WELFARE FUND, 911 RIDGEBROOK ROAD, SPARKS, MARYLAND, 21152 OR TELEPHONE 410-683-6500.

UPON TERMINATION OR EMPLOYMENT FOR ANY REASON PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD. THE COST OF A WITHDRAWAL CARD IS .50 CENTS.

MEMBERS ARE RESPONSIBLE FOR NOTIFYING THE UNION AND THE FUND OFFICE IMMEDIATELY OF ANY CHANGE OF ADDRESS.

PAYMENT OF UNION DUES IS THE MEMBERS RESPONSIBILITY TO BE SUBMITTED TO THE UNION OFFICE WHEN OUT FOR ANY EXTENDED ILLNESS, LEAVE OF ABSENCE, DISABILITY OR COMPENSATION, FOR WHICH SAME HAS NOT BEEN DEDUCTED BY THE EMPLOYER.

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.

NOTE: Neither the execution of this Collective Bargaining Agreement nor the negotiations surrounding this Collective Bargaining Agreement shall constitute the assumption of any agreement, liability, or binding past practice between Sound Shore Medical Center and the Union.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I RECOGNITION	4
II UNION SECURITY	4
III WORK WEEK AND WORK DAY	5
IV SALARIES AND PAY PRACTICES	6
V LUNCH AND RELIEF PERIODS	8
VI VACATIONS	8
VII HOLIDAYS	10
VIII JURY DUTY AND FUNERAL LEAVE	11
IX SENIORITY	11
X(a) JUST CAUSE for DISCIPLINE & DISCHARGE	13
X GRIEVANCE PROCEDURE AND ARBITRATION	13
XI SHOP STEWARD AND MEDICAL CENTER VISITATIONS	14
XII SICK LEAVE	15
XIII INDUSTRY AND LOCAL 338 PENSION AND WELFARE	15
XIV MISCELLANEOUS	16
XV NON-DISCRIMINATION	17
XVII MANAGEMENT RIGHT CLAUSE	18
XVIII STRIKES AND LOCKOUTS	18
XIX DUES CHECK-OFF	18
XX GENDER	18
XXI SAVINGS CLAUSE - DURATION OF AGREEMENT	19
XXII SEVERANCE PAY	19
 APPENDIX "A" WAGE RATES	 20
APPENDIX "B" SHIFT SCHEDULE	22

THIS AGREEMENT, made and entered into the 13th day of July, 2018, between MONTEFIORE NEW ROCHELLE, 16 Guion Place, New Rochelle, New York, 10801, hereinafter referred to as the "EMPLOYER" or "MNR", and TEAMSTERS, LOCAL 445, 15 Stone Castle Road Rock Tavern, New York 12575, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION" and collectively referred to as the "Parties":

WITNESSETH:

WHEREAS, it is the desire of the Parties to this agreement to establish, promote and foster a relationship that will be enduring and of mutual advantage to both the Union and the Medical Center,

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - RECOGNITION

SECTION 1: The Employer recognizes the Union as the exclusive representative of employees in the bargaining unit for the purposes of collective bargaining in respect to wages, hours and working conditions.

SECTION 2: The "bargaining unit" as used herein consists of the employees in the following job titles: Boiler Room Attendant, Watch Engineers, Mechanics (Carpenters, Electricians, Landscape Gardeners, General, Maintenance Mechanics, Machinists, Painters and Plumbers) and Utility employees. The Chief Engineer, Assistant Chief Engineer, Office Clerical and Supervisory employees are excluded from the bargaining unit.

SECTION 3: Except as otherwise provided in this Agreement, all maintenance and service work presently and traditionally performed by employees in the bargaining unit shall be continued to be performed only by employees working under this agreement.

ARTICLE II- UNION SECURITY

SECTION 1: Throughout the term of this agreement, all present employees covered by the terms of this agreement, who are members of the Union on the effective date or on the date of execution of this agreement, whichever is the later, shall remain members of the Union as a condition of employment and all employees covered by the terms of this agreement, who are not members of the Union, shall be required, as a condition of employment, to become and remain members of the Union on and after thirty (30) days following the beginning of employment, the effective date of this agreement, or the date of execution of this agreement, whichever is the later.

SECTION 2: Employees laid off through no fault of their own shall, in the order of their Employer seniority of their respective crafts, for a period of two (2) years from the day of layoff be sent by the Union to fill vacancies as they occur, in which they have seniority.

SECTION 3: Whenever additional employees are required, the Employer shall immediately notify the Union of such need, and said notice shall be given at least seventy-two (72) hours before the Employer interviews any applicants, except in the event that the Union, upon request of the Employer, is able to send both Union and non-Union applicants and except in an emergency, in which case the Union will cooperate in all reasonable respects to assist the Employer in maintaining normal operations. Without discrimination as to any applicant by reason of membership or non-membership in the Union, or in any other respect, the Employer shall permit all applicants furnished by the Union to submit their qualifications for the available positions and subject to the foregoing, the Employer, after the seventy two (72) hour period, shall have the right in its absolute discretion to hire or to reject any applicant without recourse, it being understood and agreed, however, that all employees on the Employer's seniority list shall be rehired, as above provided, before other applicants are considered. In selecting applicants to be sent for such interviews, the Union shall act upon a non-discriminatory basis (with respect to membership or non-membership in the Union) and shall not be guided by or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements.

SECTION 4: The superintendent or other individual in charge shall immediately, upon employment, notify the Shop Steward or the Union, if there is no Shop Steward, of the employment of any individual who, under this agreement, is required to be a member of the Union. Upon notice from the Union that any employee who has been employed for more than thirty (30) days has failed to tender the periodic dues and initiation fees uniformly required as a condition to acquiring and retaining membership, the Employer agrees to discharge such employee within seven (7) days after receipt of written notice from a properly authorized official of the Union.

SECTION 5: New employees shall for a period of sixty (60) days be on a trial subject to dismissal in the sole judgment of the Employer at any time within such sixty (60) days without recourse. When requested by the Employer in writing, the Union shall not unreasonably withhold approval of a thirty (30)-day extension in appropriate cases.

ARTICLE III- WORK WEEK AND WORK DAY

SECTION 1: The work week for all employees shall consist of five (5), eight (8) hour days and forty (40) hours per work.

SECTION 2: All employees in the union who are required to work any period in excess of eight (8) hours daily shall be paid at the rate of time and one-half (1 1/2) and all hours; worked in excess at forty (40) hours within the work week shall be at the rate of time and one-half (1 1/2).

SECTION 3: All hours worked by an employee on his/her regularly scheduled day of rest shall be paid for at the rate of time and one-half (1 1/2).

SECTION 4: No employee is to accept time off for overtime worked.

SECTION 5: Overtime work will be divided as equally as possible among all employees covered by this agreement performing similar work. Calls for overtime will be rotated on a seniority basis with the understanding that if an employee refuses said work, it will constitute a turn and the employee will then go to the bottom of the list. MNR agrees to formally track calls for overtime as set forth in this section and make that information available to the Union upon request

SECTION 6: Work schedules not inconsistent with the terms and conditions of this agreement shall remain in effect as heretofore. Shift start and end time changes per chart in Appendix B. Any employee employed as of ratification may opt for a vacancy with another available start time upon hire of an employee who is skilled in the tasks of incumbent's shift. The new hire Maintenance Mechanic's shift will be 9:30am-6pm.

Employees hired after May 1, 2018, may have their shifts changed upon fourteen (14) days notice to the employee and the union. With respect to employees in the bargaining unit at the time of the ratification of the MOA, MNR has the right to reopen this agreement, limited to the issue of shift changes, should MNR in its discretion believe the needs of the operation are not being met.

SECTION 7: The Employer shall continue the practice of posting semi-annual overtime volunteer lists.

SECTION 8. If the Employer needs employees to perform snow removal duties, it will first solicit volunteers to perform snow removal. If there are not enough volunteers to perform snow removal, the Employer will require members to perform snow removal, in reverse seniority order.

ARTICLE IV - SALARIES AND PAY PRACTICES

SECTION 1: Salary schedule - applicable to presently established jobs as set forth in Appendix A and shall be in effect on the dates specified.

SECTION 2: Shift Differential - employees working on shifts whose straight time hours commence after seven o'clock (7:00 P.M.) or prior to six o'clock (6:00 A.M.) shall receive a shift differential of ten percent (10%) of salary. Watch Engineers working the 2pm to 10 pm shift shall receive the shift differential of ten percent (10%) of salary from 7 pm to 10 pm.

Shift differential where applicable will be included in computing the payment of holiday pay or vacation pay when shift differential would normally be earned had the employee worked.

SECTION 3: Call-In. Where call-in is scheduled (that is, at least before the employee leaves his/her prior work shift), only the time called in shall be paid. Where the employee is called in without prior notice, the employee shall be paid a minimum of 4 hours in addition to the scheduled hours in his shift that day, if any.

Employees called in and reporting for work earlier than their normal starting time who works continuously into their regularly scheduled hours will be:

- a. Permitted to work their complete regular shift hours and
- b. Paid overtime at the rate of one and one-half (1 1/2) times their regular rate for the extra hours worked.

SECTION 4: Occupation Injury and Disability or Illness Occurring During Work Day. It Is agreed by the Employer that any employee who may be injured or disabled during the course of his/her day's employment shall be paid a minimum of one-half (1/2) day's pay, if such injury, disability or illness occurs before the employee completes one-half (1/2) of his/her regularly scheduled work day. If the employee works more than one-half (1/2) of his/her regularly scheduled work day and then becomes disabled, he/she shall receive compensation for a full day.

When an employee, while actively employed, is required to attend a Worker's Compensation hearing or called by subpoena for any reason in connection therewith, he/she shall be paid for the time required to attend the hearing during his/her normal working hours.

SECTION 5: Temporary Job Transfer - any employee transferred to a job carrying a higher rate than his/her own for a day or more shall be paid the higher rate for the day and any portion of a day thereafter.

When a Resident Superintendent Watch Engineer relieves A Boiler Room Attendant or Watch Engineer, he shall receive the rate in effect on such date as outlined in Appendix "A" for such job classification.

SECTION 6: Wage Rate - applicable to new classifications of work as may be established by the Employer shall be determined by the Employer and the Union.

SECTION 7: In charge pay: The bargaining unit person assigned "in charge" responsibility for weekend or holiday coverage shall receive an additional "in charge" payment of ten percent (10%) of his/her hourly rate for said weekend or holiday worked. Such employee is entitled to "in charge" pay only if he is designated as "in charge" by the Employer, and there is one or more additional bargaining unit members on duty and under such employee's charge.

SECTION 8: The direct deposit of paychecks is voluntary only; advance pay for vacations is no longer available. There shall be no fee to cash a payroll check at the Employer's bank.

ARTICLE V - LUNCH AND RELIEF PERIODS

All employees, except Watch Engineers, assigned to jobs which in the Employer's opinion require continuous attendance in the work area shall have a regularly scheduled lunch period without pay and shall have two (2) fifteen (15) - minute break periods with pay during the regularly scheduled shift. No lunch period shall commence less than three (3) or more than five (5) hours after the commencement of work. Effective Feb. 26, 2009, Watch Engineers shall be allowed a 15 minute unpaid meal period.

ARTICLE VI- VACATIONS

SECTION 1: All employees shall be eligible for the following paid vacation after they have completed the specified period of continuous employment:

Period of Continuous Employment Paid Vacation

Date of Hire	2 weeks
After 5 years	4 weeks

In the event the Employer provides its non-professional employees outside of the bargaining unit a vacation schedule more favorable than the foregoing, this more favorable vacation shall become applicable to employees within the bargaining unit.

SECTION 2: The anniversary month of employment shall be used in the calculating of vacation entitlement for each employee.

SECTION 3: Seniority list, together with vacation lists, shall be posted at least two (2) weeks before the start of vacations. The vacation selection procedure shall be the following: requests shall be submitted by December 1st of each calendar year for use during the following year, and management shall reply to requests by December 31st of that year; approval of such requests will be based on seniority and subject to staffing needs.

- (a) Requests submitted after December 1st shall be on a first-come, first- served basis for the following vacation year and will be subject to staffing needs.

SECTION 4: Vacation periods which become vacant as a result of illness, layoffs or other causes shall be posted for bidding and shall be awarded to the senior bidder provided that the rescheduling is consistent with the needs of the Employer.

SECTION 5: Any deliberate juggling or arranging of vacation schedules by the Employer in order to deprive an employee of his/her earned vacation credit shall be a violation of this contract.

SECTION 6: All employees shall receive their vacation entitlement on January 1 of each year. Vacation days are usable with prior approval or in an emergency You are able to schedule and take vacation time in advance of it being earned at any time during the calendar year, subject to operational needs and department's scheduling rules with the exception that newly hired associates may not take any vacation time during the first 6-months of employment.

Your vacation entitlement (2 weeks or 4 weeks) is based on your date of hire at SSHS. Vacation hours are accrued and available each pay period. Up to one-half of your annual vacation allowance may be carried forward from one year to another, up to a maximum of 80 hours.

(Maximum posted at any given time is 240 hours, 80 hours carry over plus 160 hours annual accrual. Any time in excess of 80 hours carry over will be lost.)

New hire Employees will have their annual vacation entitlement based on their initial month of hire. For example an employee hired on July 1 would receive 1 week of vacation entitlement for the remainder of that calendar year.

SECTION 7: Whenever holidays fall during vacation period, employees may elect to extend their vacation one (1) day for each holiday or take an additional day in lieu of the holiday or a day's pay provided that such option is consistent with the needs of the Employer.

Employees will be allowed to take vacation at the same time **120** hours per pay period subject to normal approval process, provided, however, where overtime will be incurred due to necessary replacement or other reasons, requests beyond 80 hours will not be approved.

Two employees each year may take three (3) consecutive weeks of vacation subject to the following conditions:

1. Existing policies regarding use of vacation apply
2. No portion of the vacation time for 2 employees on vacation for 3 consecutive weeks shall overlap
3. Another employee in the bargaining unit must be qualified to cover all of the job responsibilities of an employee on vacation for three (3) consecutive weeks.
4. The right to take three (3) consecutive weeks shall be rotated to employees in seniority order. If an employee declines to exercise their option to take vacation for three (3) consecutive weeks, that employee shall forfeit such right until the next time the opportunity reaches them as part of the rotation.

Advance pay for vacations is no longer available.

SECTION 8: Existing policies regarding use of vacation apply. Employees shall continue to use vacation days for scheduled doctors' appointments that occur during work hours. However, only one (1) week notice is now required for approval to use a vacation day for such a purpose. Should the employee seek approval to use a vacation day for a scheduled doctor's appointment on less than one (1) week notice, such request must be approved by OHS.

ARTICLE VII- HOLIDAYS

SECTION 1: The Employer shall give covered employees, in addition to regularly scheduled time off; twelve (12) holidays per year. They are: Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and four (4) "Free Days." Veteran's day may be taken as a Personal day, provided no more than three (3) other employees are scheduled out for any reason. Holiday work schedule for the year shall be posted by January 10th of every year.

In January of each calendar year, the employees in each craft shall be afforded the opportunity, in order of craft classification seniority and on a rotational basis, to select the holidays and days off (as vacation or free days) before or after the holidays designated in Article VII. The employee with the greatest classification seniority in a craft shall be given the first choice, if he/she so desires, of any holiday and one day off before or after a holiday, the employee with the next greatest classification seniority in craft shall be given the second choice, if he/she so desire, of any remaining holiday and day off before or after a holiday and so on. For example, if there are two Plumbers, Plumber A and Plumber B and Plumber A has greater classification seniority, Plumber A will choose one holiday from the list of holidays (and days off before and after), Plumber B will then choose one holiday from the remaining holiday (and days off before and after). Plumber A will then choose another holiday from the remaining holidays (and days off before and after) followed by Plumber B until all of the holidays have been selected. However, approval of holidays and days off before and after the holiday remain subject to the Employer demands of operation.

Once an employee qualifies for weekend rotation, the employee so qualified will go on holiday rotation immediately.

The number of employees in a craft and/or classification who are permitted to take off before or after a holiday shall be determined by management on the basis of its operational needs. Once such choices are made by the employees, by the deadline date of January 31st, any days off before or after a holiday that remain available shall be assigned on a "first come/ .first serve" basis.

SECTION 2: Personal holiday time accrues and is available to you at the rate of 8.0 hours for each fully completed calendar quarter. Associates are expected to use personal holiday time in the calendar quarter following the one in which it is accrued or earned: with the exception of the personal

holiday earned in the last quarter of each calendar year. The latter may be carried forward to the following calendar year.

Personal days, are usable with prior approval or in an emergency. These Personal days may not be used to make up for previous unexcused absences and their scheduling must be consistent with the Medical Center's operations and with his/her supervisor's approval. All employees are entitled to a day off with pay for each of the above holidays. Should he/she be scheduled to work on a holiday, the employee will be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to pay for the holiday. Should his/her scheduled day off fall on a holiday, he/she shall be entitled to an additional day off.

SECTION 3: CHILDBIRTH: A bargaining unit employee shall be paid at his regular pay for one (1) working day's absence when the employee's spouse has a baby.

SECTION 4: MARRIAGE, RE-MARRIAGE, OR CIVIL UNION: A bargaining unit employee shall be paid at his regular pay for three (3) days off for employee marriage, re-marriage or civil union.

ARTICLE VIII- JURY DUTY AND FUNERAL LEAVE

SECTION 1: JURY DUTY: When an employee is absent from work to perform jury service, the Employer will pay his/her regular rate of pay less any jury fees paid, exclusive of expense monies, for each hour he/she is absent from work to perform jury duty.

SECTION 2: FUNERAL LEAVE. In the cases of death in an employee's immediate family, the supervisor shall approve time off with pay for three (3) days. The immediate family is defined as mother, father, mother-in-law, father-in-law, grandmother, grandfather, brother, sister, spouse or child.

ARTICLE IX - SENIORITY

SECTION 1: SENIORITY: Means the employee's total continuous employment with the Employer in categories of work covered by this agreement, without a break in service; for employees hired by Employer on November 6, 2013, such service shall include the period of continuous employment with Sound Shore Medical Center that ended involuntarily without cause on November 5, 2013 in categories of work covered by a collective bargaining agreement between the union and Sound Shore Medical Center.

For employees who had been employed by the Employer outside of this bargaining unit by MNR, their employment date for the purpose of establishing their seniority shall be that date on which they commenced employment in a bargaining unit position. Total service with the Employer shall be

considered in establishing their benefit entitlements, however. These shall include, but are not limited to, vacation, holidays, sick leave, etc. seniority earned by an employee as a member of the bargaining unit.

SECTION 2: BREAK IN SENIORITY: Seniority will be broken by any of the following events:

- a Discharge;
- b Resignation or quit;
- c Continuous layoff or other absence from work for twenty-four (24) consecutive months;
- d Retirement;
- e Failure to return, to work at the end of an approved leave of absence or within three (3) calendar days after notice to return to the employee mailed to his/her last address shown on the Employer's records that his/her leave of absence has been canceled;
- f Failure to reply within three (3) working days after the employee is notified to return to work if notified by telephone, or within three (3) calendar days after notice to return to work from layoff is mailed to his/her last address shown on the Employer's records;
- g Failure to return from layoff for scheduled work within ten (10) calendar days after the employee replies to a notice to return unless his/her failure to work is excused by the Employer.

SECTION 3: JOB CLASSIFICATION: In the event of layoffs and recall from layoffs and job posting, jobs shall be classified by groups as follows:

Group 1 - Boiler Room Attendants (Watch Engineers),
Senior Master Mechanic, Assistant Superintendent.

Group 2 - Mechanics (Carpenters, Electricians, Machinists, Painters, Plumbers,
H.V.A.C. Mechanics).

Group 3 - General Maintenance Mechanics, Landscape Gardener.

SECTION 4: LAYOFFS: Whenever a group consists of more than one classification, there shall first be demotion in seniority order (as defined above) among all of the classifications in that group. The least senior employee in the group shall be the first to be laid off, except as it may be necessary to retain an employee with less seniority because of the latter's special skills or qualifications. In such cases, the employee next in line with the least seniority will be laid off.

An employee who is slated for layoff shall have the opportunity to bump the least senior employee in another group, provided:

1. he/she has accumulated greater seniority than the employee who is to be bumped;
2. he/she is qualified to perform the work of the employee who is to be bumped, and
3. the employee to be bumped does not hold a higher rated position than that held by the bumping employee.

An employee who is bumped shall himself/herself have no bumping rights; for no more than one bump shall be permitted in the event of a layoff of any individual employee.

Employees will be given at least one (1) weeks' notice or one (1) weeks' pay in lieu thereof prior to layoff.

SECTION 5: POSTING AND BIDDING PROCEDURE: As a vacancy occurs within the classifications designated in this agreement and the Employer deems it necessary to fill such vacancy, a seventy-two (72) - hour notice that the vacancy exists will be posted on the bulletin board. Employees within the group in which the vacancy exists shall have the first option to bid on such position. Employees will submit their names to the supervisor signing the posted notice with a duplicate copy to the Steward. Selection of employee applicants by the Employer will be based on Employer seniority in the bargaining unit and proficiency and ability to fill the vacancy. When all bids within a craft group have been exhausted, all craft groups shall be entitled to bid under the same conditions listed above, subject to proficiency and ability to fill vacancy.

ARTICLE X (a): DISCIPLINE

Discipline and Discharge shall be for "Just Cause" only.

ARTICLE X - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1: A grievance shall be defined as a dispute or complaint involving the interpretation, application, or the alleged violation or breach of this Agreement. An employee shall file any grievance he/she may have in writing.

Step I. The written grievance shall be filed by the employee and/or Shop Steward, within ten (10) work days after the grievance has occurred with the Department Head or his/her designee. Within ten (10) work days thereafter, the Department Head or designee shall answer the grievance in writing.

Step II. If the grievance has not been resolved to the employee's and/or Union's satisfaction after Step I, it shall be presented by the Business Agent within ten (10) work days of the Department Head's written response to the Director of Employee Relations or his/her designee. The Director of Employee Relations or his/her designee shall respond in writing within ten (10)

work days.

Step III. Any unresolved grievance may be submitted to arbitration by the Union or Employer within fifteen (15) work days of the Director of Employee Relation's Step II response. The arbitrator shall be selected from a list of arbitrators furnished by the American Arbitration Association and the arbitration hearing shall be conducted in accordance with the American Arbitration Association Rules and Procedures.

The decision of the arbitrator shall be final and binding upon the Parties. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor grant either party matters which were not obtained in the bargaining process. The fees and expenses of the arbitrator shall be borne equally by the Parties.

SECTION 2: In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer had timely answered the grievance. The grievance shall be deemed resolved by the Union failing to process a grievance within the time frames set forth above.

SECTION 3: In no event will a Shop Steward be authorized to conduct mass meetings of employees during working hours for the purpose of discussing grievances or any other problems that may arise.

SECTION 4: No Waiver - The Employer and the Union agree that no employee or group of employees shall have the right to modify or waive the provisions of this agreement.

ARTICLE XI - SHOP STEWARD AND EMPLOYER VISITATIONS

SECTION 1: There shall be a Steward to see whether the members of the Union and the Employer live up to the provisions of this agreement and to report any infraction of such provision to the Director of Engineering who, if satisfied that such infraction exists, shall promptly correct it. Such Steward shall be selected by the Union. There shall be no discrimination against Stewards for Union activities. The Steward shall have no authority to alter, amend, violate or otherwise change any part of this agreement. The Steward shall report to the Business Agent of the Union any violations of this agreement.

The Steward shall be considered the senior employee (as defined in Article IX, Section 3) for the purpose of recall and lay-off only. The immediate supervisor shall recognize the Steward as a representative of the Union locally and shall inform him/her prior to the laying off of employees and of all personnel cha

SECTION 2: The duly authorized officers and Business Agents of the Union shall be permitted to enter the Employer's premises during all working hours, after notifying an

authorized representative of the Employer's Administration. Duly authorized representatives of the Union (Delegates) shall have access to all time cards and time clocks and all relevant original payroll records of the individual employee involved in the paying unit only, excluding confidential and personal matters of a Hospital-Doctor-Patient relationship.

ARTICLE XII- SICK LEAVE

Sick Leave - employees upon completion of their probationary period of employment shall be entitled to 12 sick days in a year, earned at 3.6923 hours each pay period retroactive to date of hire. Unused sick leave may be accumulated to a maximum of 960 hours.

ARTICLE XIII - INDUSTRY AND LOCAL 338 PENSION AND WELFARE FUNDS

The Pension Program as set forth in the Agreement and Declaration of Trust executed by the Parties and in the resolution and minutes of the Trustees presently existing, or hereafter amended in accordance with the said Agreement and Declaration of Trust, shall remain in full force and effect for the term of this agreement.

PENSION:

The Employer shall pay the aforesaid Pension contributions for each and every full week actually paid for up to a maximum of fifty-two (52) weeks per year for each of the employees covered by this agreement. Payments shall be made promptly on the 15th day of each month for all pay periods which ended during the preceding calendar month.

In accordance with the Rehabilitation Plan adopted by the Board of Trustees for the Industry and Local 338 Pension Fund ("Pension Fund"), MNR's contributions to the Pension Fund for the term of this Agreement shall be as follows:

Effective upon ratification: \$251.61 per employee per week
Effective November 6, 2018: \$270.30 per employee per week
Effective November 6, 2019: \$290.21 per employee per week

HEALTH PLAN: Employees shall continue to receive the Employer's Health Plan in place at the time of ratification.

1. The Employer shall contribute \$1,000 and effective November 1, 2018, \$1,150 per year for each employee who is actively employed on each contribution date. The contribution shall be effective each November 1st during the contract term. Contribution balances shall roll over and accumulate while the employee is actively employed. Funds

remaining in the HRA upon retirement, termination or resignation shall revert to the Employer.

2. The Employer shall make a \$10,000 HRA contribution for each unit employee who retires into pension pay status during the term of this agreement. Retirees shall maintain their Wage Works card.

ARTICLE XIV - MISCELLANEOUS

SECTION 1: CLOTHING AND UNIFORM ALLOWANCE: MNR shall provide eleven (11) uniforms appropriate for each title for each bargaining unit member. MNR shall launder, repair, and replace the uniforms on an as needed basis, as well as cold weather jackets provided by MNR as previous jackets wear out.

MNR shall also continue the practice of supplying, when necessary, cleaning and safety equipment. Each employee shall wear safety shoes while on duty.

SHOE ALLOWANCE: Each employee is entitled each year to annual shoe allowance to be reimbursed each year in June. MNR shall reimburse on a dollar for dollar basis up to \$125. Employees must submit proof of purchase by May 15th. Reimbursement shall only be made for OSHA compliant shoes or shoes that MNR deems safe and appropriate for work.

SECTION 2: The Employer shall supply appropriate outer apparel for employees required to work outside in inclement weather.

SECTION 3: One (1) bulletin board shall be made available for the posting of notices relating to meetings, Union business, the bidding procedure, vacation schedules and other notices relating to employees.

SECTION 4: It is to be understood that employees will be required to work outside of their craft as heretofore. No employee shall be required to perform housekeeping duties normally performed by others not in the Bargaining Unit, except in emergencies.

SECTION 5 Watch-Engineers assigned to the main plant will be required to service low pressure boilers in other areas, provided all safety precautions will be taken.

SECTION 6 When the Employer requires that employees must obtain licenses, such as in the case of Watch-Engineers, fees for such licenses shall be paid for by the Employer.

SECTION 7: Leave of Absence: the Employer shall comply with the Family and Medical Leave Act. Personal and Medical Leaves will be granted in accordance with the Employer's policies and procedures but seniority rights during the leave will be governed by Article IX of the

Agreement.

SECTION 8: No Employer, employee, or supervisor, if not a Union member, shall perform Bargaining Unit work except in case of emergency or if there is no Union member capable of doing the job required, except as practiced heretofore.

SECTION 9: American with Disabilities Act ("ADA"). Notwithstanding any other provisions of the collective bargaining agreement, the Employer shall have the right to take whatever action it deems reasonable necessary to comply with the ADA, with the understanding that any accommodation to the individual with a disability or other action taken to comply with said Act shall not constitute a practice or precedent by the Employer with respect for other bargaining unit employees who do not have a disability.

SECTION 10: The Union will lend its support to the Employer for Union members to have their prescriptions filled through the Employer pharmacy.

SECTION 11: TUITION REIMBURSEMENT – A tuition reimbursement will be established with a three thousand (\$3,000.00) per year cap, per employee. Programs are to be related to the engineering field and employees must receive approval from management before registering for any course. Employees who have taken advantage of this program may be assigned work related to new skills learned through this program.

SECTION 12: Weekend rotation may be temporarily discontinued and reinstated at the discretion of the Director of Engineering.

SECTION 13: There shall be no fee for employee parking

ARTICLE XV - NON-DISCRIMINATION

The Employer agrees that it will not discriminate in any manner against any member of the Union because of membership in, or legitimate activities on behalf of the Union when considering transfers or promotions to work classification not covered by this agreement and if such promotion or transfer would require that the employee relinquish his/her membership in the Union, then the employee may, at his/her option refuse a promotion or transfer without prejudice. The Employer and the Union agree there shall be no discrimination against any employee for reasons of race, color, religion, sex, national origin, age, marital status, disability or handicap.

ARTICLE XVII- MANAGEMENT RIGHTS CLAUSE

SECTION 1: The Union recognizes the exclusive right and authority of the Employer to administer and manage the affairs of the Employer and carry out the ordinary and customary

functions of management. The rights of the Employer and the employees covered by this agreement shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be observed.

SECTION 2: The Employer has the right to adopt, revise and enforce reasonable work rules and safety rules governing the conduct of employees.

SECTION 3: The Employer shall have the right to discipline or discharge any employee for just cause. The Union shall be notified of the occurrence of any discharge or layoff of any member of the Bargaining Unit.

SECTION 4: The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives. Further, as a courtesy and in the interest of sound labor relations, the Employer will notify the Union in advance of any material operational changes which it intends to implement in accordance with its rights under this agreement.

ARTICLE XVIII- STRIKES AND LOCKOUTS

No strikes, lockouts, walkouts or slowdowns shall be ordered, sanctioned or enforced by either party hereto against the other during the life of this agreement.

ARTICLE XIX - DUES CHECK-OFF

The Employer, if authorized in writing by each individual employee, will deduct from his/her wages a sum equal to such employee initiation fee and dues to the Union and remit the same to the Union monthly, it being understood that this provision is subject to all the applicable requirements of the Labor-Management Relations Act, 1947, as amended.

ARTICLE XX - GENDER

Use of the masculine gender within this agreement shall be understood to include the female.

ARTICLE XXI - SAVINGS CLAUSE - DURATION OF AGREEMENT

SECTION 1: If any provision of this agreement violates any Federal or State Law as presently enacted or as amended or interpreted during the term hereof; such provision shall be inoperative to the extent that it is at variance with such law; but all other provisions of the agreement shall remain in full force and effect.

SECTION 2: This agreement shall become effective November 6, 2017 and shall remain in effect until and including November 5, 2020 and thereafter, from year to year, unless one party gives notice in writing by certified U.S. Mail to the other party ninety (90) days prior to the expiration date of this agreement of its desire to terminate or modify provisions of the agreement.

ARTICLE XXII- SEVERANCE PAY

Provisions for the following severance pay in the event a Bargaining Unit maintenance employee with one (1) or more years of service with the Employer is permanently laid-off one (1) weeks' pay for each year of Employer service, prorated up to a maximum of four (4) weeks' pay.

IN WITNESS WHEREOF, the Parties hereto have accepted this Agreement as of the day and year first above written.

TEAMSTERS. LOCAL 445

BY: Kari Polesel

TITLE: VP/BA 9/7/18

MONTEFIORE NEW ROCHELLE

BY: Emily Velez

TITLE: ASST. DIRECTOR of
DR 10/11/18

APPENDIX A
LOCAL 445 WAGE SCHEDULE

Job Classification

Hourly Rate

CRAFT GROUP I

SENIOR WATCH ENGINEER
MASTER MECHANIC
BOILER ROOM OR WATCH ENGINEER
LEAD RESIDENT SUPER INTENDENT/WATCH ENGINEER
RESIDENT SUPER INTENDANT/WATCH ENGINEER
SENIOR MASTER MECHANIC
ASSISTANT SUPER INTENDENT

CRAFT GROUP II

LEAD PLUMBER
LEAD PAINTER
PAINTER
LEAD HVAC MECHANIC
HVAC MECHANIC
Lead Maintenance Mechanic
Maintenance Mechanic
CARPENTER
PLUMBER
LEAD ELECTRICIAN
ELECTRICIAN
LEAD CARPENTER

CRAFT GROUP III

LEAD LANDSCAPE GARDENER
LANDSCAPE GARDENER
LEAD GENERAL MAINTENANCE MECHANIC
GENERAL MAINTENANCE MECHANIC

1. **Local 445 Wage Schedule:** Effective November 6, 2017
2% wage increase
2. **Local 445 Wage Schedule:** Effective November 6, 2018
2% wage increase
3. **Local 445 Wage Schedule:** Effective November 6, 2019
1% wage increase

“Base Rate” as used in Sections 1 through 2, above, shall exclude overtime & all other differentials.

Montefiore / New Rochelle
Teamsters Local 445 Salary Scales

			11/6/2018 2%	11/6/2018 2%
	Job Classification	Weekly Hours	Hourly Rate	Annual Salary
CRAFT GROUP I				
1	Assistant Superintendent	40.00	24.1748	50,283.65
2	Boiler Room / Watch Engineer	40.00	28.8455	59,998.58
3	Lead Resident Superintendent / Watch Engineer	40.00	26.8111	55,767.12
4	Master Mechanic	40.00	29.9817	62,362.02
5	Resident Superintendent / Watch Engineer	40.00	24.7046	51,385.50
6	Senior Master Mechanic	40.00	31.0724	64,630.69
7	Senior Watch Engineer	40.00	29.9817	62,362.02
CRAFT GROUP II				
8	Lead Plumber	40.00	28.9296	60,173.65
9	Lead Painter	40.00	28.9296	60,173.65
10	Painter	40.00	27.8902	58,011.54
11	Lead HVAC Mechanic	40.00	28.9296	60,173.65
12	HVAC Mechanic	40.00	27.8902	58,011.54
13	Lead Maintenance Mechanic	40.00	28.9296	60,173.65
14	Maintenance Mechanic	40.00	27.8902	58,011.54
15	Carpenter	40.00	27.8902	58,011.54
16	Plumber	40.00	27.8902	58,011.54
17	Lead Electrician	40.00	28.9296	60,173.65
18	Electrician	40.00	27.8902	58,011.54
19	Lead Carpenter	40.00	28.9296	60,173.65
CRAFT GROUP III				
20	Lead Landscape Gardener	40.00	28.2919	58,847.11
21	Landscape Gardener	40.00	26.4260	54,966.03
22	Lead General Maintenance Mechanic	40.00	28.2919	58,847.11
23	General Maintenance Mechanic	40.00	26.4260	54,966.03

Effective 11/6/17 Teamsters will no longer receive Uniform Allowance.

**Montefiore / New Rochelle
Teamsters Local 445 Salary Scales**

	Job Classification	Weekly Hours	11/6/2019 1% Hourly Rate	11/6/2019 1% Annual Salary
CRAFT GROUP I				
1	Assistant Superintendent	40.00	24.4166	50,786.48
2	Boiler Room / Watch Engineer	40.00	29.1339	60,598.57
3	Lead Resident Superintendent / Watch Engineer	40.00	27.0792	56,324.79
4	Master Mechanic	40.00	30.2816	62,985.64
5	Resident Superintendent / Watch Engineer	40.00	24.9516	51,899.35
6	Senior Master Mechanic	40.00	31.3832	65,277.00
7	Senior Watch Engineer	40.00	30.2816	62,985.64
CRAFT GROUP II				
8	Lead Plumber	40.00	29.2189	60,775.39
9	Lead Painter	40.00	29.2189	60,775.39
10	Painter	40.00	28.1691	58,591.66
11	Lead HVAC Mechanic	40.00	29.2189	60,775.39
12	HVAC Mechanic	40.00	28.1691	58,591.66
13	Lead Maintenance Mechanic	40.00	29.2189	60,775.39
14	Maintenance Mechanic	40.00	28.1691	58,591.66
15	Carpenter	40.00	28.1691	58,591.66
16	Plumber	40.00	28.1691	58,591.66
17	Lead Electrician	40.00	29.2189	60,775.39
18	Electrician	40.00	28.1691	58,591.66
19	Lead Carpenter	40.00	29.2189	60,775.39
CRAFT GROUP III				
20	Lead Landscape Gardener	40.00	28.5748	59,435.59
21	Landscape Gardener	40.00	26.6902	55,515.69
22	Lead General Maintenance Mechanic	40.00	28.5748	59,435.59
23	General Maintenance Mechanic	40.00	26.6902	55,515.69

Effective 11/6/17 Teamsters will no longer receive Uniform Allowance.

Teamsters 11/06/2019

APPENDIX B
SHIFT SCHEDULE

Debbie Dubbs

From: Lori Polesel <lori445@hvc.rr.com>
Sent: Thursday, December 20, 2018 12:46 PM
To: Alicia Cochran
Cc: Debbie Dubbs
Subject: RE: Montefiore CBA

Sorry Alicia, the ratification date was July 12.

From: Alicia Cochran [mailto:aliciac@associated-admin.com]
Sent: Tuesday, December 18, 2018 9:06 AM
To: 'Lori Polesel'
Cc: Debbie Dubbs
Subject: RE: Montefiore CBA

Hi Lori,

Just wanted to follow up on the email below. Thanks.

Alicia

From: Alicia Cochran
Sent: Thursday, November 08, 2018 12:35 PM
To: 'Lori Polesel' <lori445@hvc.rr.com>
Cc: Debbie Dubbs <debbied@associated-admin.com>
Subject: RE: Montefiore CBA

Hi Lori,

Thank you for providing the Montefiore New Rochelle CBA. Can you provide the ratification date? I see the pension rate is to increase to \$251.61 effective upon ratification.

Thank you.

Alicia

From: Lori Polesel [mailto:lori445@hvc.rr.com]
Sent: Thursday, October 25, 2018 1:06 PM
To: Alicia Cochran <aliciac@associated-admin.com>
Subject: Montefiore CBA

Hi Alicia,
Attached is the new contract for Montefiore Hospital.

Lori Polesel - Vice President/Business Agent
International Brotherhood of Teamsters
Local 445 - 15 Stone Castle Road
Rock Tavern, New York 12575
(o)845.564.5297 x131