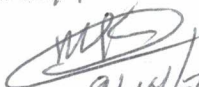


MEMORANDUM OF AGREEMENT

The 2018-2021 collective bargaining agreement between the League of Voluntary Hospital and Homes ("League" and "League Agreement") and 1199SEIU United Healthcare Workers East ("1199" or "Union") shall apply to the Skilled Maintenance unit certified July 26, 2019; the Technical unit certified October 17, 2019; the Service unit certified November 7, 2019, and the Business Office Clerical unit certified December 21, 2019 (collectively "bargaining unit") at Mt. Sinai's New York Eye and Ear Infirmary ("NYEE" or "Employer"), except as modified herein:

- 1) Effective October 1, 2021, the Employer shall contribute on behalf of all bargaining unit members to the 1199 National Benefit Fund, at the rate then in effect. Until October 1, 2021, the employer shall maintain the current health insurance offerings except that there shall be no increase in employee paid costs for the life of this agreement.
- 2) The Employer shall reimburse bargaining unit employees for any increase in employee-paid health insurance costs incurred retroactive to the dates of certification above.
- 3) Effective October 1, 2021, the Employer shall contribute, on behalf of all bargaining unit members to the 1199 Pension Fund, at the rate then in effect. Until October 1, 2021, the employer shall maintain current pension benefits/plans and make all required contributions.
- 4) The Employer shall continue to contribute on behalf of all bargaining unit members to the 1199 Job Security Fund ("JSF"), the 1199 Child Care Fund ("CCF") and the 1199 Training and Upgrading Fund ("TUF").
- 5) Each bargaining unit employee on payroll on the effective date of this MOA shall receive an increase in their rate of pay to the new rate for their title (see attached listing) or a 3% wage increase, whichever is greater. This increase will be implemented retroactive to January 6, 2020. Retroactivity will be paid on all hours paid and will include any applicable shift differential.
- 6) Stipulations:
 - a) Stipulation I: as per Article I the covered units are set forth in an attachment hereto.
 - b) Stipulation II: as per Articles X(3) and XI(1) the titles/minimum rates and hours of work (37.5/week) are set forth in an attachment hereto.
 - c) Stipulation III: as per Article XX the past practices to be included are set forth in an attachment hereto.
 - d) Stipulation IV: as per Article XV(2) the Holidays to be included are set forth in an attachment hereto


9/14/2020

TCSW 9/14/2020

7) This agreement is subject to ratification by the Union.

ACCEPTED AND AGREED:

By: MT. SINAI NYEE

By: 1199SEIU

Thomas C. Spina RN 9/14/2020
Name Date

Maria Beredo 9/14/2020
Name Date

NU
9/14/2020

STIPULATION I:

- Skilled Maintenance
- Technical
- Service
- Business Office Clerical

STIPULATION II: NYEE TITLES/RATES/HOURS

[Insert]

STIPULATION III: PAST PRACTICES

1. Current pre-tax FSA and Transit benefits will be maintained.
2. Life insurance must be maintained until October 1, 2021 NBF effective date. Employees may continue to purchase extended coverage benefits such as Long-Term Disability at their own cost.
3. Employees may continue to participate in the Employer's 403b plan without matching of the Employee's contribution by the Employer. Matching must be maintained until October 1, 2021 PF effective date consistent with paragraph 3 above.
4. All PTO time shall be converted for use as vacation and sick time as detailed below. Employees may carry over up to five (5) days of vacation from 2020 to be taken by the end of 2021. Employees' current Sick Savings Account balances will be frozen as of the date of ratification and maintained for use consistent with the current sick time benefit practice until October 1, 2021 NBF effective date, after which, fifty percent (50%) shall be converted to regular sick time, subject to the sick time accrual provisions of the League CBA.
 - A. Two thirds shall be converted to Vacation Time.
 - B. One third shall be converted to Sick Time.
 - C. Effective January 1, 2021 all employees shall receive a prorated portion of Vacation and Sick Time based upon their respective anniversary date and entitlement provisions of the CBA.
 - D. On each employee's anniversary date in 2021, (s)he shall receive their full entitlement

[Signature] 9/14/2020

T. Case 9/14/2020

of Vacation and Sick Time based on the entitlement provisions of the CBA.

5. Skilled Maintenance/Engineering departmental past practices:

A. The Employer will continue to reimburse employees who purchase work boots one time per year, up to a maximum of \$50.00 provided the employee provides a receipt within thirty (30) calendar days of the purchase.

B. Payment/reimbursement for licenses and certifications: The Employer shall continue to provide compensation for any/all FDNY issued certifications including Certificate of Fitness, G35, F60, G71, Q01, S12, S13, P98 and any licenses/certifications that apply to any new equipment introduced, consistent with practice. Current cost is \$15 for each certification, every 3 years.

6. OR Techs/past practices: pay for up to 3 hours for sitting for BLS certifications, even if after work hours and pay for cost of certification expenses.

7. Sleep Lab departmental/past practices applicable to Sleep Technicians, Sleep Technologists, and Lead Sleep Technologists are as follows:

A. Compressed Workweeks

Incumbent Sleep Technicians, Sleep Technologists, and Lead Sleep Technologists who are currently working three (3) 12.5-hour weekly shifts will continue to do so.

Day shifts - 6:00AM to 7:00PM and 6:45AM to 7:45PM
Night shifts - 6:30PM to 7:30AM and 7:00PM to 8:00AM

One (1) Lead Sleep Technologist who works 4 shifts/week will continue to do so.

Subject to patient care and operational need, this schedule model may be discontinued or modified by the Employer with 30 days prior notification to and effects bargaining with the Union. This schedule model may also be discontinued by the Union upon 30 days prior notification.

B. Holiday and Vacation Pay **and other paid time off**

When referring to the accrual of paid time off, a week means thirty-seven and one half (37.5) hours and a day means seven and one half (7.5) hours.

All three (3) day/week compressed shift workers whose shift falls on a holiday receive time and half pay if they are working on that holiday. They also receive a 7.5 hour paid day off within 30 days, or in lieu of a day off, they will receive 7.5 hours' additional pay, as determined by the Employer. Compressed shift workers whose shift does not fall on a holiday receive the holiday as a 7.5 hour paid day off, or in lieu of a day off, they will receive 7.5 hours' additional pay, as determined by the Employer.


9/14/2020

TSW 9/14/2020

DISPUTED PROVISION TO BE ARBITRATED: An Employee may use either 7.5 hours or 12.5 hours of benefit time when taking holiday time. In order to receive 12.5 hours of pay for a day taken as holiday time, an Employee may combine different types of time (except sick time).

C. Research and clinical tasks will remain separate, with no crossover work

STIPULATION IV: HOLIDAYS

8 Legal Holidays:

New Year's Day

Presidents Day

MLK Jr. Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day

4 Free Days

TCW 9/14/2020

Side letter on locker/break room for Skilled Maintenance/Engineering

Page | 5 of 7

MLC 9/14/2020

During these negotiations the Union raised the need for locker room and break room facilities for Skilled Maintenance employees in the Engineering department, where employees currently share a crowded locker room with employees in the Environmental Services department and have no break room, unlike all other departments in the hospital that have break rooms with a microwave and a table and chairs for employees to use to eat their meals.

The Employer agrees to use its best efforts to find space that can be used by Engineering department employees for these purposes and to work cooperatively with the Union in identifying space and making necessary adjustments to render the space suitable for such use.

To that end, the Employer agrees to have a release time meeting with representatives from the Engineering department and the Union within 30 days of this Agreement, and follow-up meetings as needed, to explore options and alternatives, with the goal of having locker room and break room space ready for use no later than this Fall.

Side letter on post-MOA dispute resolution process for Coders and OR Technicians

The parties agree to meet and discuss the placement of incumbents within the applicable levels/grades for these positions and to discuss the metrics for Coders provided to the Union by NYEE during bargaining. Any unresolved dispute regarding the placement of incumbents within the appropriate level/grade for their position are subject to arbitration through the parties' contractual arbitration process.

We agree to this provided the union agrees to accept the coder metrics and the requirements for OR techs to advance levels. In the interest of reaching settlement, Management has modified the requirements for the Level 5 Coder (see separate document)

Side letter on Lab Technologists, OR Technicians and CT Technologists:

- Lab: The Union agrees that along with the parties' agreement to increase NYEE Lab rates to the Sinai system Lab rates, the Sinai system Floating Agreement for Lab Technologists will apply to NYEE. This does not apply to Sleep Lab positions.
- OR Techs, CT Techs: The Union agrees that because NYEE and BI are in the process of integrating into one campus, along with the parties' agreement to increase NYEE OR and CT tech rates to the BI rates, employees in these titles may be asked to float to other BI system facilities near NYEE (Chelsea, MSDUS and Petrie).

In the event Management determines it is necessary to reassign an Operating Room Technician or Radiology employee from NYEE to MSBI, including but not limited to Petrie, Union Square or the Chelsea Cancer Center, volunteers will be requested first. If there are no volunteers, the reassignment will be made on rotating basis starting with the Employee who has the least classification seniority.

 9/14/2020

RCW 9/14/2020

Staff that are reassigned will be provided with an orientation to the unit they are reassigned to.

No reassignment will occur with less than 24 hours' notice, absent extraordinary circumstances. If the reassignment occurs on the same day, the time needed to travel from their home unit to the unit to which they're reassigned will be considered paid time.

If it is known prior to the start of the employee's shift, the employee will report directly to the unit to which they've been reassigned. In this instance, the employee being reassigned will not be required to report to their home unit. Instead, for timekeeping purposes, reassigned employees will notify their manager when they arrive to start work and again when they complete their shift.

Staff reassigned to the Chelsea Cancer Center will be provide with a round trip metro card upon request.

 9/14/2020

TSCW 9/14/2020

Stipulation II: NYEE TITLE	Current Hourly	League Uniform	Level/Years	Agreed base rate	Dispute
ACCOUNTING CLERK	20.1099			21.65	
ADMINISTRATIVE ASSISTANT	19.0550			25.12	
BILLER, LEAD	24.4871			25.2217	
CASHIER, HEAD	25.3665			25.3665	
CASHIER	23.0611			23.0611	
CENTRAL STERILE TECHNICIAN	23.0000			23	
CENTRAL SUPPLY SERVICES SENIOR TECH	27.5987			27.599	
CENTRAL SUPPLY SERVICES TECHNICIAN	15.0000			20.53	
CHART PROCESSING CLERK	23.5671			23.67	
CLERK	21.2180			21.218	
COOK	26.6018			26.47	
COOK'S HELPER	20.6931			21.42	
COOK'S HELPER, LEAD	22.3140			22.314	
CORRESPONDENCE SECRETARY	25.3511			25.351	
DIETARY AIDE	19.9450			20.53	
ELECTRICAL SHOP COORDINATORS	41.1099			41.11	
FLUORSCIN ANGIOGRAPHER	38.7732			38.773	
HOUSEKEEPING WORKER	19.5000			20.53	
INTRAOCCULAR LENS CLERK	21.5000			21.5	
LAB ASSISTANT	21.5000			21.5	
MATERIALS MANAGEMENT SUPPLY TECHNICI	20.5000			20.53	
MECHANIC	29.7464			29.746	
MECHANIC, REFRIGERATION	40.8593			40.859	
MEDICAL ASSISTANT	26.6600			26.66	
NURSING ASSISTANT	19.8961			20.53	
NURSING EQUIPMENT COORDINATOR	24.0000			24	
OPHTHALMIC ASSISTANT(NON-CERTIFIED)	26.3782			26.378	
OPHTHALMIC TECHNICIAN (CERTIFIED)	27.0433			27.043	
PATIENT COORDINATOR 1	17.3379			20.53	
PATIENT COORDINATOR 2	23.0769			23.077	


 9/14/2020
 10/11/2020

PATIENT FLOW COORDINATOR	25.7112				25.711	
PRINT SHOP TECHNICIAN	20.4564				20.53	
RECEIVING CLERK	18.4000				20.53	
RECEPTIONIST	19.7957				20.79	
RETINAL TECHNOLOGIST	38.1002				38.1	
SPANISH LANGUAGE MEDICAL INTERPRETE	22.8636				22.864	
STERILE PROCESSING TECHNICIAN I	23.0000				23	
STERILE PROCESSING TECHNICIAN II	23.0000				23	
STOCK CLERK	19.1608				20.53	
SWITCHBOARD OPERATOR	18.4862				21.76	
UNIT CLERK	19.0000				20.69	
ADVANCED OPHTHALMIC IMAGING SPEC.	33.4588				35.79	
ANCILLARY SERVICE TECHNICIAN	24.7625				27.15	
ANESTHESIA TECHNICIAN	22.5511				23.2276	
BILLER	18.9846				22.53	
CASH CONTROL/PAYMENT POSTER	20.1407				21.76	
CLINICAL LAB TECHNICIAN	33.8046				31.86	
				0 to 1	33.06	
				1 to 3	33.65	
				3 to 5	34.86	
				5 to 10	36.66	
				10 to 15	37.86	
				15 to 20	39.06	
				20+	30.9435	
CODER/ABTRACTOR	25.0000			Level 1	34.0377	
				Level 2	37.4415	
				Level 3	41.1858	
				Level 4	45.126	
				Level 5	28.8589	
COMPUTER OPERATOR	28.0186				21.57	
CREDIT & COLLECTIONS REPRESENTATIVE	19.5700				39.93324	
CT TECHNOLOGIST	35.0000			0-2 yrs		

9/19/2020

[Handwritten signature]
9/19/2020

	-								
	-								
	-								
DIETETIC TECHNICIAN	22.0000								
ELECTRICIAN II	36.5868								
HISTOLOGIST	39.0680								
LAB TECHNOLOGIST	41.6841								
SLEEP TECHNOLOGIST LEAD	38.1040								
TECHNOLOGIST LEAD	48.7179								
MAILROOM WORKER	23.1572								
MEDICAL RECORDS CLERK	18.7005								
MEDICAL RECORDS CODER, LAB	27.8892								
MEDICAL SECRETARY	24.0755								

2-4 yrs	41.44448	
5-10 yrs	44.4972	
10+ yrs	45.66198	
	22.66	
	Incumbent	ER: league min
	36.587	\$27.37 future hires.
	39.06796	Union BI lead
	41.54951	\$29.97.
	45.4036	

Incumbent
23.157, 20.58
future hires.
21.3028

See Coder
rates
24.7977

9/14/2020
[Signature]

OR TECHNICIAN- CERT- LEVEL 1	27.8749				0-2	28.711147	
	29.4066				2-6	30.288798	
	30.3730				6-10	31.28419	
	31.3390				10+	32.27917	
OR TECHNICIAN- CERT- LEVEL 2	30.0483				0-2	30.949749	
	31.9399				2-6	32.898097	
	32.9585				6-10	33.947255	
	34.3726				10+	35.403778	
OR TECHNICIAN- CERT- LEVEL 3	32.9221				0-2	33.909763	
	34.9228				2-6	35.970484	
	36.5599				6-10	37.656697	
	38.9243				10+	40.092029	
OR TECHNICIAN LEVEL 1	27.0521				0-2	27.863663	
	28.5875				2-6	29.445125	
	29.5542				6-10	30.440826	
	30.6055				10+	31.523665	
OR TECHNICIAN LEVEL 2	28.3748				0-2	29.226044	
	29.8301				2-6	30.725003	
	31.2850				6-10	32.22355	
	32.3763				10+	33.347589	
OR TECHNICIAN LEVEL 3	30.0119				0-2	30.912257	
	31.6486				2-6	32.598058	
	33.6497				6-10	34.659191	
	34.1952				10+	35.221056	
OPHTHALMIC TECHNICIAN NON-CERTIFIED	23.0000					26.37	
PAINTER	26.9021						
PATIENT CARE REPRESENTATIVE	20.0000					22.53	
PATIENT SERVICE REPRESENTATIVE	19.0962					22.53	
							ER: league min
							\$24.22 future hires.
							Union: Bl lead
							\$26.47.

TCSA 9/14/2020


 07/14/2020

PHARMACY TECHNICIAN	23.0000			0-2	24.11		
				2-5	25.62		
				5+	26.3		
PLUMBER	30.7190						
SECRETARY II	20.6876						
SECRETARY III	24.0685						
SLEEP CENTER TECHNICIAN	38.6056						
SLEEP TECHNOLOGIST	38.6056						
UNIT CLERK/EKG/PHLEBOTOMY	21.1084						
UNIT CLERK/NURSING ASSISTANT	21.0000						
LPN	27.3550	28.73	0-3 Years	0-5			
		29.09	3-6 years	6-12	29.2314		
		29.60	6-10 years	12+	33.299		
		30.18	10-15 Years				
		30.44	15-20 years				
		30.91	20+ years				
Patient Care Representative, Senior	27.0882				27.0882		
Support Clerk	20.0000				20.6		

ER, league min 27.03
 future hires. Union
 lead BI \$28.95.

TCSD 9/14/2020


 9/14/2020

I. CODER AGREEMENT – CAREER LADDER

Employees are required to meet or exceed the quality and quantity expectations listed in the career levels. Employees will be promoted or demoted based on maintaining the performance standards for three consecutive months.

Levels	Starting Salary	Credential	Years of Experience	Performance Requirements
Level 1	\$48,000.00	None or CCA (entry level)	With 0-2 years	Quality: ≥ 95% Quantity: 18 Inpt / 25 ASU 85 Out-patient Clinics
Level 2	\$52,800.00	CCS required – Inpt or CCS-P, CCS, CPC-H, CPC required – Outpt	With 2-5 years	Quality: ≥ 95% Quantity: 20 Inpt / 35 ASU 100 Out-patient Clinics
Level 3	\$58,080.00	CCS required – Inpt or CCS-P, CCS, CPC-H, CPC required – Outpt	With 5-7 years	Quality: ≥ 95% Quantity: 21 Inpt / 35 ASU 115 Out-patient Clinics
Level 4	\$63,888.00	CCS required – Inpt or CCS-P, CCS, CPC-H, CPC required – Outpt	With 7+ years	Quality: ≥ 95% Quantity: 23 Inpt / 45 ASU 125 Outpatient Clinics
Level 5	\$70,000.00	CCS required – Inpt or CCS-P, CCS, CPC-H, CPC required – Outpt	With 7+ years	Quality: ≥ 97% Quantity: 25 Inpt / 40 Outpt Out-patient clinic : 150

TCAS 9/14/2020

9/14/2020

Levels of Practice:

Surgical Technologist: Level I (Entry)

1. Demonstrates knowledge and practice of basic patient-care concepts.
2. Demonstrates the application of the principles of asepsis in a knowledgeable manner that provides for optimal patient care in the O.R.
3. Demonstrates basic surgical case preparation skills.
4. Demonstrates the ability to perform the role of first scrub on all basic surgical cases.
5. Demonstrates responsible behavior as a health care professional.

Surgical Technologist: Level II (Advanced)

1. Demonstrates all competencies required for the ST: Level I practitioner.
2. Demonstrates advanced knowledge and practice of patient care techniques.
3. Demonstrates advanced knowledge of aseptic and surgical technique.
4. Demonstrates advanced knowledge and practice in the role of the first scrub.
5. Demonstrates knowledge related to OR emergency situations.
6. Demonstrates advanced organizational skills.
7. Demonstrates advanced knowledge in at least two surgical specialty areas.
8. Demonstrates a professional attitude.

Surgical Technologist: Level III (Specialist)

1. Demonstrates all competencies required for the ST: Level II
2. Demonstrates superior knowledge and practice of patient care techniques.
3. Demonstrates superior knowledge of aseptic and surgical techniques.
4. Demonstrates superior knowledge and practice in the role of the first scrub or in the defined management position.
5. Demonstrates advanced knowledge related to OR emergency situations.
6. Demonstrates superior knowledge in three or more surgical specialty areas.
7. Demonstrates a professional attitude.
8. Demonstrates leadership abilities.

TCW 9/14/2020

 9/14/2020