

**NYSNA, 1199 and Mount Sinai Agreement with respect to the movement of RNs between Beth Israel, Mount Sinai and St. Luke's/Mount Sinai West**

1. Any RN and Advanced Practice Nurse, including nurse practitioners, who is at least 60 with 20 years of bargaining unit service from Mount Sinai, St. Luke's/Mount Sinai West ("MS/SLR") and who is at least 62 with 20 years of bargaining unit service from Mount Sinai Beth Israel (collectively the "affected facilities") will be offered voluntary enhanced severance in the amount of \$15,000 dollars to any RN earning at least \$1,000 a week base salary.
2. Senior RNs from Mount Sinai BI (RNs within seven (7) years of full retirement, i.e. fifty five (55) years of age with thirteen (13) years of service) who are transferred from BI to MS/SLR either individually or with a unit, will: (a) retain their 1199 pension and health benefits and salary (including experience steps and all differentials); and (b) become members of NYSNA and, except as described in this paragraph 2(a), above, will be covered by the NYSNA CBA.
3. RNs from Mount Sinai BI who are more than seven (7) years from full retirement who are transferred from Mount Sinai BI to MS/SLR, either individually or with a unit, will become members of NYSNA covered by the NYSNA CBA. Their BI experience will be counted as inside experience in the new facility.
4. Senior RNs from MS/SLR (RNs within seven (7) years of retirement, i.e. fifty-three (53) years of age with at least 13 years of service) who are transferred to Mount Sinai BI, either individually or with a unit, will: (a) retain their NYSNA pension and health benefits and salary (including experience steps and all differentials); and (b) become members of 1199 and, except as described in this paragraph 4(a), above, will be covered by the 1199 CBA. Their NYSNA experience at Mount Sinai or Mount Sinai St Lukes/Mount Sinai West will be counted as inside experience in the new facility.
5. NYSNA RNs who are more than seven (7) years from full retirement who are transferred from MS/SLR to BI, either individually or with a unit, will become members of 1199 and will be covered by the 1199 CBA. Their MS/SLR experience will be counted as inside experience.
6. RNs shall be treated as being employed by the same entity from their date of first employment at any of the Mount Sinai system facilities for purposes of benefit accruals (health and pension vesting) as well as sick and vacation accruals. RNs who are covered by either paragraph 2 (a) or 4 (a), i.e. their entitlement to retirement benefits is continued under the collective bargaining agreement of the originating institution, also will have protected status as defined in the collective bargaining agreement in the originating institution.
7. The Sinai St. Luke's/Mount Sinai West employment security date shall be January 1, 2012.
8. Seniority issues for all RNs will be resolved as follows:

- a. For all contractual purposes, seniority in the facility into which a RN is transferred shall apply.
- b. In cases of future layoffs or involuntary transfers, nurses will be moved into a vacant position in the Facility in which s/he is working. Nurses who do not wish to move into a vacant position in their current facility may opt to be laid off.
- c. Any nurse who transfers voluntarily or involuntarily and is accepted into a position in any of the affected facilities shall retain his/her seniority from the originating institution for purposes of salary and all benefits (e.g. sick days, vacation, etc).

9. This Agreement is subject to approval in accordance with each union's processes.

Date: May \_\_\_\_, 2016

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BY: Mount Sinai, St. Luke's/Mount Sinai West, Mount Sinai Beth Israel

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BY: New York State Nurses Association

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BY: 1199 SEIU Health Care Workers