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1199 THE SERVICE EMPLOYEES INTERNATIONAL UNION

The Greater New York Health Care Facilities Association Contract

The Greater New York Health Care Facilities Association Contract

From the Greater NY Nursing Home Contract Summary of Selected Articles

Discharge and Discipline

- After an Employee's probationary period, he/she may not be discharged or disciplined, except for just cause
- Patient abuse investigations will be conducted quickly, usually within four days, but not more than seven days without the consent of the Union. In the event of a suspension, an Employee may use earned paid time, and will be repaid if found innocent of patient abuse charges.

No Discrimination

- Employees may not be discriminated against because of race, creed, color, handicap, sex, national origin or age.

Seniority / Job Protection

- Employees employed before January 1, 2000 shall not be laid off except in the event the Employer is in danger of closing.
- If an Employee protected against layoff is transferred to a lower rated job the Employee's base weekly salary will not be reduced.
- Unprotected Employees who are laid off are eligible for benefits from the Greater New York Job Security Fund.
- If layoffs do occur, seniority will be used both in the layoff and in the rehiring of Employees. Seniority shall be earned from the last date of an Employee's continuous employment with the Employer. Seniority will continue to be earned during paid leaves, military leaves and during unpaid leaves of absence due to illness of less than six months.
- When skill, ability and qualifications are reasonably equal, seniority will be used in promoting Employees to unionized jobs.
- Seniority will be the main consideration in making permanent floor assignments

Grievance Procedure

- Employee grievances will be discussed with the Employer in an effort to settle them. Grievances will be submitted within a reasonable time after a claim arises.
- Grievances may be submitted to an Impartial Chairman (Arbitrator) if they have not been resolved by the Union and the Employer.
- The arbitrator's decision shall be final and binding upon the Union and the Employer.

Work Week

- The regular work week shall be five days a week consisting of seven and one-quarter hours in any one day or thirty-six and one-quarter hours per week.
- All hours worked more than seven and one-quarter hours per day or thirty-six and one-quarter hours per week shall be paid for at the rate of time and one-half the regular rate of pay.
- Overtime must be approved by the Employer.
- Employees shall receive two fifteen minute breaks per shift.

Wage Increases

- Effective June 1, 2004, Employees shall receive a three percent increase in wages or be paid the minimum rate for their job classification, whichever is greater.
- Effective December 1, 2005, Employees shall receive a three percent increase in wages or their job classification minimum, whichever is greater.
- Effective December 1, 2006, Employees shall receive a three percent wage increase or their minimum rate, whichever is greater.
- Effective July 1, 2007, Employees shall receive a three percent wage increase or their minimum rate, whichever is greater.
- No Employee shall receive less than the minimum for his or her job classification.
- Employees performing higher rated work shall receive the rate for that classification.

Shift Differential

- Employees whose shifts begin before 6:00 AM or end after 7:00 PM shall receive a shift differential of ten percent additional to their regular rate of pay.
- Employees who begin working before 6:00 AM but not earlier than 5:00 AM shall receive two hours of shift differential.
- Employees whose shift ends after 7:00 PM shall receive shift differential for all hours after 3:00 PM.

Meals

- The Employer shall provide Employees with a meal each day or payment of two dollars per meal if it is not provided.

Holidays

- Employees shall receive twelve holidays with pay each year, nine legal holidays, two personal days and the Employee's birthday.
- Employees required to work on one of the nine legal holidays shall be paid at the rate of time and one-half their regular hourly rate and in addition be paid a regular days' pay at their straight time rate.

Vacations

- Employees who have completed one year but less than four years of continuous employment are entitled to two weeks of vacation with pay.
- Employees who have completed four years but less than five years of employment shall receive three weeks of vacation with pay.
- Employees who have completed five years but less than fifteen years of employment shall receive four weeks of vacation with pay.
- Employees who have completed fifteen years of employment shall be entitled to five weeks of vacation with pay each year.
- If an Employee's employment ends for any reason after he/she has been continuously employed for six months or more he/she shall be paid for the unused vacation leave.

Leaves

- Employees shall be entitled to paid sick leave as follows:
 - Ten days sick leave during the first year of employment; Twelve days during the second year of employment; Thirteen days during the third year of employment; Fifteen days beginning with the fourth year of employment and each year thereafter.
- Unused sick leave shall be paid to Employees at least one week prior to Christmas time each year.
- Paid sick leave may be used for the care of children or other immediate family members of Employees.
- Employees are entitled to up to one year of leave for illness.
- Any Employee injured on the job shall be reinstated upon recovery without loss of seniority.
- Employees are entitled to up to ten months for maternity leave.
- Employees are entitled to three days of bereavement leave in the event of death of a parent, brother, sister, mother-in-law, father-in-law, grandparent, legal guardian or grandchild.
- In the event of death of an Employee's spouse or child, the bereavement leave shall be five days of paid leave.
- Employees are entitled to three days of paid paternity leave in the event their spouse gives birth to a child.
- Employees called for jury duty shall be paid the difference between their regular pay and the amount they receive as jury pay.

- Employees are entitled to eighteen months of educational leave to qualify for a higher pay position, and upon satisfactory completion shall be granted preferential hiring rights in the classification in which such Employee is then qualified.

Uniforms

- The Employer shall provide and maintain all uniforms of Employees.
- Where an Employee provides and maintains his/her own uniform he/she shall receive an allowance of two dollars per week.
- Maintenance workers, porters and persons employed in the kitchen who provide and maintain their own uniforms shall receive three dollars per week.

Disability Benefits

- The Employer shall provide State disability coverage and pay the Employee contribution to state-mandated disability coverage.

Miscellaneous Employee Benefits

- Employees will receive rotating weekends off.
- Employees shall receive two dollars and fifty cents per week transportation allowance.

Benefit Fund

- The Employer shall make contributions each month to the 1199 Greater New York Benefit Fund in an amount equal to seventeen and eighty-three hundredths percent of the gross payroll of covered employees for the purpose of providing health insurance and related benefits to Employees.

Pension Fund

- The Employer shall make contributions each month to the 1199 Greater New York Pension Fund in an amount equal to five and eighty-four hundredths percent of the gross payroll of covered Employees for the purpose of providing pension and retirement benefits for Employees.

Education Fund

- The Employer shall make contributions to the 1199 Greater New York Education Fund each month in an amount equal to one-half percent of the gross payroll of covered Employees for the purpose of providing training and upgrading opportunities to Employees.

Job Security Fund

- The Employer shall make contributions to the 1199 Greater New York Job Security Fund each month in an amount equal to one-quarter percent of the gross payroll of covered Employees for the purpose of providing benefits to laid-off Employees.

Child Care Fund

- The Employer shall make contributions each month to the 1199 Greater New York Child care Fund in an amount equal to one-half percent of the gross payroll of covered Employees for the purpose of providing Child Care benefits to Employees.

Duration

- The contract shall be effective June 1, 2004 and shall end on April 30, 2014.



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