

**1199/LVHH  
Memorandum of Agreement  
July 21, 2014**

1. This Memorandum of Agreement (“MOA”) shall apply to the collective bargaining agreements currently in effect between (a) the League of Voluntary Hospitals and Homes of New York (“League”) and 1199SEIU United Healthcare Workers East (“Union”) covering the Employers listed in Schedule A (“League multi-employer CBA”), (b) the Employers listed in Schedule B and the Union (“Other CBAs”) and (c) the League and the RN Division of the Union covering the Employers listed in Schedule C (“League/RN CBAs”), hereinafter collectively referred to as (the CBA(s)).

**2. Effective Date, Duration and Agreements**

- A. All CBAs shall remain in full force and effect including all side letters, exhibits, stipulations and attachments thereto, except as modified in this MOA.
- B. Except as provided in paragraph 3 A below the January 30, 2014 agreement between the parties shall be extended to September 30, 2014. The NBF contribution rate shall continue at 28.05% through September 30, 2014.
- C. The term of the CBAs shall be extended through September 30, 2018.
- D. The Other CBAs shall be incorporated into the League multi-employer CBA, subject to the provisions of paragraph 13.
- E. The League/RN Division Employers shall continue to collectively constitute a wholly independent bargaining group with the individual Employer agreements preserved.

**3. General Wage Increases, Increases to Minimum Rates and Steps**

A. Wage Increases and corresponding adjustments:

<u>Date</u>	<u>Increase</u>
October 1, 2014	3%
October 1, 2015	3%
October 1, 2016	3.5%
October 1, 2017	3.5%

B. **Minimum Rates during the First Year of Employment for Newly Hired Employees**

Adjust minimum rates for new hires based on most recent wage increase.

**4. 1199SEIU National Pension Fund (PF)**

Now that the PF is in the “Green Zone” eliminate provisions related to the rehabilitation plan, preferred schedule and contribution rates as follows:

The required contribution rate to the Pension Fund shall remain 11.25% until:

September 30, 2018                      15.8%

Provided, however, the cost of the wage increases in excess of the cost of four 3% wage increases will be funded by a reduction in the pension fund contribution in accordance with the actuary’s instructions. There shall be two \$300 lump sum retiree bonus payments that will be paid by the pension fund.

Effective dates of the two \$300 lump sum retiree bonus payments to be determined.

Modify Exhibit H to eliminate all provisions except (c) and (d).

**5. Employment Security**

As of January 1, 2015, employees hired prior to January 1, 2005 are subject to the employment guarantee provisions.

As of January 1, 2017, employees hired prior to January 1, 2007 are subject to the employment guarantee provisions.

**6. 1199SEIU National Benefit Fund (BF)**

**A.** Effective as of the following dates the NBF required contribution rate for League Hospitals shall be as follows:

	Rate or Max Contribution*	
10/1/2014	29.99%	\$14,000
10/1/2015	31.50%	\$14,873
10/1/2016	33.25%	\$15,936
10/1/2017	36.15%	\$17,180
<b>9/30/2018</b>		<b>\$14,000</b>

\*blended for all wage classes

**B.** Effective as of the following dates the NBF required contribution rate for League Nursing Homes shall be as follows:

	Rate or Max Contribution*	
10/1/2014	29.99% minus \$1,134, or	\$12,510
10/1/2015	31.50% minus \$1,211 or	\$13,398

10/1/2016	33.25% minus \$1,293 or	\$14,380
10/1/2017	36.15% minus \$1,397 or	\$15,523
<b>9/30/2018</b>		<b>\$12,510</b>

\*blended for all wage classes

League Nursing Home contributions shall be made on gross payroll less overtime.

- C. The Fund administration, together with the actuaries, shall develop a practicable contribution methodology, subject to the approval of the Trustees that effectuates the above schedules.
- D. NBF contributions of Employers who receive grants as a result of this MOA shall be adjusted to reflect those funds (no net increase or decrease in contributions otherwise due).
- E. Amend the NBF plan to provide cost reduction modifications and other reduction of approximately \$279 million.

**7. Funding for the Training and Upgrading Fund (TUF), Job Security Fund (JSF), Child Care Fund (CCF) and Labor Management Initiatives, Inc. (LMI) (collectively Small Funds)**

Contributions for these Funds shall remain at the current contribution levels (percentages).

In addition, \$60 million dollars will be made available for diversion to the Small Funds as determined by CIPC (including a \$12.5 million CIPC contingency).

Disputes at CIPC under this paragraph 7 shall not be subject to arbitration.

**8. JSF Committee**

Within thirty (30) days after ratification, a committee (“Committee”) consisting of an equal number of members from the Union and the League shall meet to review the Job Security Fund (“JSF”) recommendations and to consider other necessary reforms in JSF protocols and procedures. The Labor Management Initiative (LMI) shall assist the Committee in its work.

The Committee shall also review and make recommendations regarding the impact of the Employers’ use of behavioral interviews on the JSF’s ability to place otherwise qualified employees. The Committee shall retain the services of experts/professionals who shall be paid for through LMI.

Within six (6) months thereafter, the Committee shall issue a report with recommendations to adopt changes in the JSF's protocols and procedures and with respect to the use of behavioral interviews ("Report").

Any disputes regarding recommendations in the Report shall be submitted to CIPC.

## **9. Ambulatory and Primary Care Off-Site Agreement**

### Preliminary Statement:

1. 1199 recognizes that health care is undergoing substantial changes.
2. These changes will impact the delivery of health care services, from in-patient to out-patient care including ambulatory and primary care delivered at off-site facilities.
3. 1199 membership in hospital-based positions will see services shifted to out-patient care delivered at these off-site facilities.
4. 1199 will play an important and constructive role in this transition, by:
  - a. Having a trained work staff ready to assume these jobs;
  - b. Working with the Employers to secure adequate funding to facilitate the transition to off-site/out-patient care;
  - c. Actively working with management to ensure economic conditions which encourage the best patient care at these facilities.
  - d. Working with the Hospitals on a regulatory environment that ensures fair competition from other out-patient facilities.

### Definitions:

5. To facilitate this transition, the Employer<sup>1</sup> and the Union will follow these procedures at off-site/out-patient facilities described below providing ambulatory or primary care under the Employer:
  - a. Facilities operating under a Hospital's license (Art. 28);
  - b. Facilities with shared services (similar to services provided in the Hospital), including, but not limited to, physicians' offices.

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<sup>1</sup> For these purposes Employer means a Hospital Employer listed in Schedule A and B (excluding Affiliations).

An off-site/out-patient facility shall be defined as a facility that is not on or contiguous to the hospital campus. Free standing EDs (including EDs with holding beds) shall not be deemed to fall under this Ambulatory and Primary Care Off-Site proposal.

Procedures:

6. Recognizing that these facilities may have lower reimbursement than in-hospital services, that they compete with non-union facilities and that they are not 24/7 operations, employees shall be covered by the League agreement, except as modified with respect to:
  - a. Work rules adapted to the particular operations;
  - b. Health/pension benefits at a discount from League level.
  - c. Upon recognition, the first negotiated wage increase will be the most recent League increase.

To accommodate differences among the Employers in the structure and organization of these facilities, 1199 and the Employers will negotiate the Employer-specific terms locally. Such negotiations will take place within one hundred and twenty (120) days after ratification of this MOA. If agreement cannot be reached about applicability or terms, the matter will be submitted to expedited interest arbitration, it being understood that the interest arbitrator cannot order recognition of the Union at a facility.

7. To expedite this process, the Hospitals will provide the Union with a list of all facilities that fall under the definitions set forth above within one (1) month of ratification and quarterly thereafter.
8. The following recognition procedures shall apply to all facilities covered by this proposal. Employers shall:
  - i. Staff the facility, to the fullest extent possible, from the Job Security Fund;
  - ii. Promptly provide a list of employees with addresses, phone, title and shift;
  - iii. Grant 1199 immediate access to the facility;
  - iv. Remain neutral as to 1199 representation;
  - v. Grant lawful recognition upon majority status for all employees employed in positions that appropriately fall within the bargaining unit represented by 1199SEIU at the main hospital campus.
9. The parties shall not engage in conduct which undermines these procedures.
10. The parties shall designate a permanent arbitrator to resolve disputes who shall have the same enforcement authority as set forth under the Enforcement/Arbitrator provision of the League Union Organizing Rights Agreement (Attachment A).

11. The Union and the Employer shall honor existing agreements relating to Union recognition or employment at off-site/out-patient facilities, including but not limited to the September 13, 2013 NYUHC representation agreement and the NSLIJ 2006 statement of goals and principles agreements.
12. The terms of this agreement shall apply with respect to the terms and conditions of employment of employees hired after ratification of this Agreement at existing off-site/out-patient facilities where the League Agreement applies.

**10. Pro/Tech Issues:**

The parties agree to the following process to address a variety of professional/technical ("pro/tech") issues that were raised in League bargaining including:

1. Release with pay for up to two (2) days per year for required continuing education, subject to appropriate supervisory approval, which shall not be unreasonably denied.
2. Updates to the uniform pro/tech titles to make them current and to make commensurate adjustments in the minimum rates of pay, including steps.
3. Adjustments in the minimum rates and steps due to: (1) shortages in specific job titles, (2) wage scales below the market median, (3) disparities in rates among pro/tech job titles, and (4) changes in educational requirements, certification and/or licensing requirements.

The agreed to process is as follows:

- A. 1199 and the League shall make best efforts to find sufficient League funds for pro/tech adjustments and two (2) day release time with pay for required continuing education, where appropriate.
- B. Within sixty (60) days of ratification of the CBA, each Employer shall provide to the Union's Professional/Technical department ([DavidK@1199.org](mailto:DavidK@1199.org)) in Excel a listing of all bargaining unit titles and rates of pay, and a current payroll run and/or other documents from each Employer that includes for each Employee the following information: name, title, date of hire, rate of pay, hours of work, shift worked, experience steps and industry experience, if available.
- C. Within thirty (30) days of the Union's request, the League shall schedule a meeting with the Union representatives and members concerning the Union's proposals above. The League and the Union shall use their best efforts to resolve their differences within thirty (30) days of the first scheduled meeting. All agreements shall be reduced to writing and included in the CBA.

D. In the event that the parties cannot reach agreement on some or all of the issues, then the outstanding issues shall become issues for local bargaining. The Union and each Employer shall use their best efforts to complete local bargaining within ninety (90) days of the Union's request for local bargaining, with the first meeting to be scheduled within twenty (20) days of the Union's request.

E. In the event that local bargaining does not result in the resolution of outstanding issues, either the Union or the Employer may submit the dispute to CIPC within thirty (30) days after providing written notice to the other party of its desire to submit the issue(s) to CIPC, which will consider the matter without recourse to CIPC arbitration.

## **11. Registered Nurses**

### **A. Wage Adjustments:**

1. Funds generated by application of the wage increases effective October 1, 2015, 2016, and 2017 and .5% of the October 1, 2014 increase to the longevity differentials shall be used by the parties to negotiate increases to base rates and experience differentials. Prior methodology shall apply for determining individual Employer cash and rate.

2. There shall be local bargaining over potential savings resulting from the new Benefit Fund contributions. The agreed upon amount of saving shall be applied to increase base rates and experience differentials as agreed locally. After one hundred and twenty (120) days from execution of this MOA, disagreements may be heard by the Contract Interpretation and Policy Committee.

### **B. Funding for the RNTJSF and RNLMI**

The current level of benefits will be maintained with funding of approximately \$20,500,000.00 to be generated by:

- 1) Continuation of Employer contributions in accordance with the Feb, 2014 contribution agreement between the parties.
- 2) Pension Fund contribution diversions

### **C. Employment Security:**

The protected status dates shall be adjusted by the same time intervals, and shall be effective on the same dates, as the adjustments to the protected status dates in the non-RN League CBA.

### **D. Staffing Guidelines Process:**

The parties agree that the current staffing guidelines in each individual RN CBA need to be reviewed to reflect the changes in the delivery of health care (i.e., the increased acuity of patients

and development of new technology and specialties) since these guidelines were initially adopted in 1999.

The RN Oversight Committee shall meet within forty-five (45) days of ratification of this Agreement to develop the process for reviewing these staffing guidelines at each Employer, provide appropriate resources to each facility, including technical support, and set a timeline for resolution of all staffing issues on a facility by facility basis.

In the event that the Union and an Employer are unable to reach a joint resolution, the issue(s) shall be subject to RN CIPC as follows:

The function of RNCIPC shall be to assess the overall situation and take the action it determines to be most appropriate in the circumstances. Actions which RNCIPC may take, in its sole discretion, include (a) mediation or facilitation, (b) use of RNLMI facilitators, (c) rendering its own final and binding decision, or (d) on its motion submitting specified issues to an arbitrator selected by Amy Gladstein, Esq., and Daniel F. Murphy, Esq.

#### **E. Individual RN CBA Sunset Provisions**

All provisions of individual RN CBAs that have not already expired which sunset, including pilots, shall be extended for fifty (50) months from the existing sunset date.

#### **12. Nursing Home Provision**

- (1) The League's proposal on excluding overtime hours from National Benefit Fund contributions is acceptable.
- (2) (a) League homes employing members with multiple jobs, on which contributions are made to the National Benefit Fund and/or Greater New York Benefit Fund, will receive a credit from the National Benefit Fund equal to the amount of contributions in excess of those required for the highest wage class for which that member is already eligible, whether in the National Benefit Fund or Greater New York Benefit Fund.  
  
(b) Parties will establish an electronic exchange to facilitate this process and allow members with full-time benefits to seek additional work at League nursing homes and create additional savings.
- (3) If a Home is experiencing substantial economic hardship, it may petition CIPC for permission to have up to five (5) employees for paid time-off relief who will receive all collective bargaining agreement pay and benefits, except the Home will not be obligated to make health and small funds contributions or accrue paid time off benefits.




**13. Other CBAs**

All terms and conditions in the Other CBAs for the Employers and new bargaining units set forth in Schedule B shall remain in full force and effect and shall be deemed local agreements to the 2014 - 2018 League Multi-Employer Collective Bargaining Agreement that, effective July 31, 2014, is extended through September 30, 2018, unless expressly modified during the course of these negotiations and incorporated into this MOA.

14. This MOA is subject to ratification by (a) the Union membership and the League Members in Schedules A and B as a multi-employer group, and (b) the Union members of the RN Division voting as a single group and the League RN Employers in Schedule C, voting as a single group. Both parties shall use their best efforts to ratify the Agreement within thirty (30) days.


**AGREED:**

LEAGUE OF VOLUNTARY HOSPITALS  
AND HOMES OF NEW YORK  
(on behalf of Schedule A & B Employers)

By   
Bruce McIver, President

Date: July 22, 2014


LEAGUE OF VOLUNTARY  
HOSPITALS AND HOMES OF NEW  
YORK  
(on behalf of Schedule C Employers)


By   
Thomas A. Helfrich, Esq.,  
Sr. Vice President and Counsel  
Date: July 22, 2014

1199SEIU UNITED HEALTHCARE WORKERS EAST

By   
George Gresham, President

Date: July 22, 2014

By  NORMA EUP.  
Norma Amsterdam, R.N.  
Executive Vice President  
Date: July 22, 2014

By   
Maria Castaneda, Secretary/Treasurer  
Date: July 23, 2014

July 21, 2014

Thomas A. Helfrich, Esq.  
Sr. Vice President and Counsel  
League of Voluntary Hospitals and  
Homes of New York  
555 West 57th Street  
New York, NY 10019

Re: Follow Up Work from League RN Work Group

Dear Tom:

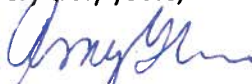
I am writing to confirm there are several topics that were discussed during bargaining for which the parties were not able to devote sufficient time to resolve. My suggestions concerning each are listed below.

1. With respect to health systems where there are hospitals with units represented by more than one union, or have no union, a local discussion should take place with respect to how transfers or the opening of new facilities will impact nurse representation and benefit entitlements. Such discussions should be initiated within thirty (30) days.

2. With respect to the question of qualifications for hiring under the Job Security Fund pursuant to the language in Section 22(c) of the 2001-2005 MOA, an appropriate venue for the conversation will be identified concerning training and degree requirements.

3. Lastly, during bargaining, nurses at certain facilities raised the issue of whether "local" funds that were allocated through bargaining had actually been spent. Please be advised that the Union intends to pursue its right to raise such issues through the contractual process and secure an accounting of such monies.

Very truly yours,



Amy Gladstein, Esq.  
Counsel, 1199SEIU RN Division

**SCHEDULE A**

**MEMBER INSTITUTIONS OF THE LEAGUE OF VOLUNTARY HOSPITALS AND  
HOMES OF NEW YORK, A MULTI-EMPLOYER BARGAINING UNIT, COVERED BY  
THIS AGREEMENT**

**ARAMARK**

**ARCH CARE**

Carmel Richmond Healthcare and Rehabilitation Center  
Ferncliff Nursing Home Co., Inc.  
Mary Manning Walsh Home  
St. Vincent DePaul Residence  
Terence Cardinal Cooke Health Care Center

**BETH ISRAEL MEDICAL CENTER**

Petrie Division  
Kings Highway Division

**BRONX LEBANON HOSPITAL CENTER**

**BRONX LEBANON SPECIAL CARE CENTER**

**BROOKDALE HOSPITAL MEDICAL CENTER**

Schulman & Schachne Institute for Nursing & Rehabilitation  
Arlene and David Schlang Pavilion

**THE BROOKLYN HOSPITAL CENTER**

**CABRINI OF WESTCHESTER**

**CENTERLIGHT HEALTH SYSTEM**

Beth Abraham Health Services  
Center for Nursing and Rehabilitation  
Margaret Tietz Nursing and Rehabilitation Center  
Schnurmacher Center for Rehabilitation & Nursing

**COHEN'S CHILDREN MEDICAL CENTER**

**CORIZON**

Corizon - Rikers Island Correctional Facility  
Correctional Medical Associates of NY PC  
Correctional Dental Associates of NY PC

EGER HEALTH CARE & REHABILITATION CENTER  
Eger Harbor House, Inc.

EPISCOPAL HEALTH SERVICES, INC.  
St. John's Episcopal Hospital South Shore  
Episcopal Health Services South Shore Billing

FLUSHING HOSPITAL MEDICAL CENTER

FOREST HILLS HOSPITAL

INTERFAITH MEDICAL CENTER

ISABELLA GERIATRIC CENTER

JAMAICA HOSPITAL MEDICAL CENTER  
Jamaica Hospital DTC  
Jamaica Hospital Nursing Home

JEWISH HOME LIFECARE  
Bronx Division  
Manhattan Division  
Sarah Neuman Nursing Home

KINGSBROOK JEWISH MEDICAL CENTER  
Rutland Nursing Home, Inc.

LENOX HILL HOSPITAL

LONG ISLAND JEWISH MEDICAL CENTER

LUTHERAN MEDICAL CENTER

LUTHERAN AUGUSTANA CTR FOR EXTENDED CARE AND REHABILITATION

MAIMONIDES MEDICAL CENTER

MANHATTAN EYE EAR & THROAT HOSPITAL

MONTEFIORE HEALTH SYSTEM  
MONTEFIORE MOUNT VERNON HOSPITAL  
MONTEFIORE NEW ROCHELLE  
MONTEFIORE SCHAEFFER EXTENDED CARE FACILITY  
MONTEFIORE MEDICAL CENTER  
Jack D. Weiler Hospital on the Einstein Campus  
Montefiore Wakefield Campus  
Montefiore Westchester Square  
Moses Campus

THE MOUNT SINAI HOSPITAL

City Hospital Center at Elmhurst (Affiliation)  
Queens Hospital Center (Affiliation)  
Mount Sinai Queens

NEW YORK COMMUNITY HOSPITAL OF BROOKLYN, INC.

NEWYORK-PRESBYTERIAN HOSPITAL/COLUMBIA UNIVERSITY MEDICAL CENTER

NEWYORK-PRESBYTERIAN/LOWER MANHATTAN HOSPITAL

NEW YORK MEDICAL COLLEGE/VALHALLA

NEW YORK METHODIST HOSPITAL

NYU HOSPITALS CENTER

Tisch Hospital  
Hospital for Joint Diseases  
Bellevue Hospital Center (Affiliation)  
Gouverneur Diagnostic Treatment Center (Affiliation)  
Cumberland Diagnostic Treatment Center (Affiliation)  
Woodhull Medical and Mental Health Center (Affiliation)

PARKER JEWISH INSTITUTE FOR HEALTH CARE AND REHABILITATION

REBEKAH REHAB & EXTENDED CARE CENTER

RICHMOND UNIVERSITY MEDICAL CENTER

SBH HEALTH SYSTEM

St. Barnabas Rehabilitation and Continuing Care Center

SOUTHSIDE HOSPITAL

ST. LUKE'S-ROOSEVELT HOSPITAL CENTER

St. Luke's-Roosevelt Hospital Center - Roosevelt Site  
St. Luke's-Roosevelt Hospital Center – St. Luke's Site

ST. VINCENT CATHOLIC MEDICAL CENTER

STATEN ISLAND UNIVERSITY HOSPITAL

Staten Island University Hospital – North Site  
Staten Island University Hospital – South Site

UNION COMMUNITY HEALTH CENTER

VILLAGECARE

VillageCare Rehabilitation & Nursing Center  
Rivington House

WYCKOFF HEIGHTS MEDICAL CENTER

ZUCKER HILLSIDE HOSPITAL

**SCHEDULE B**

**NEW LEAGUE MEMBERS AND EXISTING MEMBER INSTITUTIONS  
WITH COLLECTIVE BARGAINING AGREEMENTS  
WHO JOINED SINCE JULY 19, 2009**

FRANKLIN HOSPITAL

PLAINVIEW HOSPITAL

RIVERSIDE HEALTH CARE SYSTEM, INC.

St. John's Riverside Hospital

Andrus Pavilion

Dobbs Ferry Pavilion

Park Care Pavilion

Malotz Skilled Nursing Pavilion

SYOSSET HOSPITAL

UNITED HEBREW OF NEW ROCHELLE

**SCHEDULE C**  
**LEAGUE OF VOLUNTARY HOSPITALS AND HOMES OF NEW YORK**  
**1199 RN INSTITUTIONS AND AFFILIATES**

**BETH ISRAEL MEDICAL CENTER**

Petrie Division  
Kings Highway Division

**BROOKDALE HOSPITAL MEDICAL CENTER**

Schulman & Schachne Institute for Nursing & Rehabilitation  
Arlene and David Schlang Pavilion

**EPISCOPAL HEALTH SERVICES, INC.**

St. John's Episcopal Hospital South Shore

**FOREST HILLS HOSPITAL**

**JAMAICA HOSPITAL MEDICAL CENTER**

Jamaica Hospital Nursing Home

**MONTEFIORE MEDICAL CENTER**

Montefiore Wakefield Campus

**THE MOUNT SINAI HOSPITAL**

Mount Sinai Queens

**NYU HOSPITAL FOR JOINT DISEASES**

**RIVERSIDE HEALTH CARE SYSTEM, INC.**

St. John's Riverside Hospital  
Park Care Pavilion

**SBH HEALTH SYSTEM**

St. Barnabas Rehabilitation and Continuing Care Center

**UNITED HEBREW OF NEW ROCHELLE**