

*Arny Glasda*

**1199/LVHH  
Memorandum of Agreement  
July 16, 2018**

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. Term: 10/1/18 – 9/30/21

B. All CBAs shall remain in full force and effect including all side letters, exhibits, stipulations and attachments thereto, except as modified in this MOA.

C. The parties' October 1, 2014 Agreement shall continue to be in effect through 9/30/18.

D. The Other CBAs shall be incorporated into the League multi-employer CBA, subject to the provisions of paragraph 16 (Other CBAs).

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 shall be as follows:

<u>Date</u>	<u>Increase</u>
10/1/18	3%
10/1/19	3%
10/1/20	3%

**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 (NPF)**

- 10/1/18 – 12.6% rate of employer contribution.

- Extend amortization bases in 2021 (for 1/1/21 valuation)
- Perform annual Pension Verification Program (PVP) for 50% of pensioners, beneficiaries of current pensioners, and vested inactive
- Divert \$75 million into the NPF from NBF contributions before 12/31/18
- *Pension Modifications*
  - Effective 1/1/19, unreduced early retirement benefit modified to age 62.5 and 25 years of service, from age 62 and 20 years of service (grandfather everyone who is 59.5 by 12/31/18)
  - Effective 1/1/19, increase 6% early retirement reduction factor to 9% (grandfather everyone who is 59.5 by 12/31/18)
  - Effective 10/1/18, modification for new NPF enrollee service credit: there will be a 12 month waiting period from date of hire for service credit when calculating retirement benefit (i.e. new hires will not receive credited service for their first 12 months of employment). This will not affect vesting credit or employer contributions.

- **Retiree Bonus:**

Retirees will receive, from NBF diversions, a one-time bonus equal to 3% of annual pension benefit, payable on a date to be agreed upon by the parties.

**5. Employment Security Protected Status**

- a) As of 1/1/19, employees hired prior to 1/1/09 are subject to the employment security provisions of Article IXA.
- b) As of 1/1/21, employees hired prior to 1/1/11 are subject to the employment security provisions of Article IXA.

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

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

	WC I (PMPY)	WC II/III (% of Gross Wages)
10/1/2018	\$16,172	39.20%
10/1/2019	\$17,449	41.06%
10/1/2020	\$18,753	42.74%

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

	WC I (PMPY)	WC II/III (% of Gross Wages)*
10/1/2018	\$14,343	39.20%
10/1/2019	\$15,477	41.06%
10/1/2020	\$16,645	42.74%

\*Nursing Homes employers will exclude overtime wages from any contributions made for employees in Wage Classes II and III.

The NBF contribution methodology defined in the 10/24/14 letter shall be amended to reflect the assumptions and methodology underlying the above contribution rates.

- C.** 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).
- D.** Amend the NBF plan to provide cost containment initiatives and other reductions of approximately \$302 million, over the term of the agreement.
- 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 the TUF, JSF and CCF shall remain at the current contribution levels (percentages).

In addition, up to \$145 million dollars will be made available from NBF diversions to the TUF, JSF, CCF, LMI, Healthcare Education Project (HEP) and the Contract Administrator/Delegate Training Program. The final amount needed to maintain the programs under applicable criteria will be calculated by Fund staff and approved by the parties. A schedule of diversions will be developed to be approved by CIPC. Disputes at CIPC under this paragraph shall not be subject to arbitration.

**8. Uniform Allowance:**

Increase uniform allowance provided in Article XXVI by \$50.

**9. Pro/Tech Issues:**

During the life of the Agreement, 1199 shall have the right to demand local bargaining over Professional/Technical rate adjustments, limited to one demand during the term of the agreement for each title, where there are demonstrated issues of recruitment and retention as a result of salaries and/or compensation for the titles in question.

- a. Once 1199 demands bargaining over a specific title, it will be completed within 120 days, unless both sides mutually agree to extend;
- b. If unresolved, the dispute may be referred to CIPC resolution.
- c. In any CIPC arbitration, the arbitrator will determine whether there is a problem concerning recruitment and retention as a result of salaries and/or compensation. If the arbitrator finds such a problem, the arbitrator shall consider the wages of other employees in the same titles performing similar services or similar skills, in the relevant geographic area, under similar working conditions, with comparable limitations, if any, on ability to pay.
- d. The scheduling and administration of the arbitration shall be within the jurisdiction of the arbitrator and consistent with the parties prior practice concerning CIPC arbitrations of a similar nature.

Surgical Technician Education Program

An employee who formally trains students, residents or other professionals in a new modality, technique or in the use of new technology and who is assigned in writing to the surgical technician education program will be paid two dollars (\$2.00) per hour only for those hours assigned by management to perform such formal training.

Physicians' Assistants

A committee will be established within 120 days of the ratification of the agreement to study and make recommendations to the parties regarding the terms and conditions of Physicians' Assistants and whether it is necessary or appropriate to include a minimum rate for those Physicians' Assistants who are in the bargaining unit.

**10. Registered Nurses**

The following Economic terms are for Hospital-based RNs only:

- A. **Wage Adjustments (modifying what was referred to in the prior MOA as "11(a)(1)" monies):** The monies generated by the application of the percentage wage increases over the life of this Agreement to the annualized amount of longevity pay as of June 2018, per the methodology agreed to by the parties (aka the 11(a)(1) monies) shall be used solely to increase Base Salary rates, unless the parties mutually agree to another use. Costing and methodology to be agreed to by both parties.

**B. Additional Funding (modifying what was referred to in the prior MOA as “11(a)(2)” monies)**

One-time allocation of 0.5% of Base Salary as of 9/30/18 for Nurses to make adjustments to the rates of pay for education differentials, preceptor and in-charge pay, inside and outside experience schedules, certification differential, uniform allowance, or tuition reimbursement, at their sole discretion (except these monies cannot be applied to base wages). This amount will be pro-rated for part-time employees. Costing and methodology to be agreed to by both parties. Once the Union has designated how the monies shall be utilized, the monies shall be paid retroactively to October 1, 2018, within two pay periods of notification of Union’s designation.

**C. Funding for the RNTJSF and RNLMI**

Effective 10/1/18 Employers who are currently making contributions to the RN funds (RN LMI and TJSF) shall contribute a total sum equal to 0.65% of gross RN payroll. There shall be no additional diversions to these funds.

**D. 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.

**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 thirty-six (36) months from the existing sunset date.

**F. RNs working in Standalone Nursing Homes will be addressed separately. However, Nursing Home employers in the me-too agreement shall agree to pay the monies in A, in a manner agreed to by the parties and shall pay the funding set forth in C.**

**11. RN Staffing Guidelines Procedures**

The parties have a mutual interest in the effective delivery of health care. To this end, the compliance with current staffing guidelines in each individual RN CBA needs to be addressed.

The RN Oversight Committee shall meet within forty-five (45) days of ratification of this Agreement to begin to review guideline compliance issues, including the RN Staffing Replacement Factor and set a timeline for resolution of all staffing compliance issues on a facility by facility basis.

In the event that the Union and an Employer are unable to reach a joint resolution on any staffing compliance issues, the issue shall be subject to CIPC resolution as follows:

1. The function of CIPC shall be to assess the overall situation and take the action it determines to be most appropriate under the circumstances.
2. In the event that CIPC is unable to resolve the dispute through voluntary resolution, CIPC may refer the matter to arbitration for a binding determination. CIPC will define the issues to be referred. The limitations contained in the 1999 guidelines shall be retained.
3. Add to list of items to be reviewed in Section F of the 5/7/04 1199/LVHH Memorandum of Agreement:

For any unit that the Union requests the information, the actual staffing for the prior month and the scheduled staffing for the next month.

**12. Article XXVII Monitoring and Enforcement of Recognition**

The reports required under Art. XXVII(4)(a) shall be provided every January 2<sup>nd</sup> and July 1<sup>st</sup>, (or, if those dates fall on holidays or weekends, the first workday thereafter) in excel format, covering name, date of hire and job title, for all non-union positions below supervisor which were created since July 1, 1984 in departments where bargaining unit work is being performed. Such report will include non-supervisory clerical Employees, Employees in such titles as Assistant Supervisor, Coordinator, Lead Worker, Analyst, Technical Supervisor, Administrative Assistant, Supervisory Assistant and any other non-supervisory positions in the department. The lists shall contain the information required in Art. XXVII(4)(a), (b) and (d).

**13. 1199SEIU – League of Voluntary Hospitals and Homes of New York Commission on Workforce and Policy Issues**

See attachment.

**14. Nursing Home Committee**

A committee made up of both Union and Management, and a designee from GNYHA, shall convene to work towards the following goals:

- Securing state funding for Nursing Homes that meet high standards of quality of care.
- Securing payment of monies already owed to League Nursing Homes for quality incentives, listed below:
  - Nursing Home Quality Initiative – Incentive Payments for Five Years: 2013-2017
  - Universal Settlement – Awaiting Fourth of Five Scheduled Payments
  - CINERGY Funding for Year 1 of Phase 2

- NH Capital Payments
- Implementation of SFY 2018-19 Budget Provision Restoring Fee-For-Service Medicaid Reimbursement for Long-Stay Nursing Home Residents

○  
**15. Offsite Health Insurance Local Bargaining**

The parties will negotiate locally over any proposals regarding health benefits under any existing off-site agreement consistent with Attachment B, paragraph 6 of the 2014-2018 Agreement.


**16. 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 2018-2021 League Multi-Employer Collective Bargaining Agreement, unless expressly modified during the course of these negotiations and incorporated into this MOA.

**17.** 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.

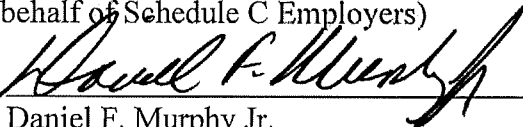
AGREED:

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

By   
 Bruce McIver, President


Date: July 16, 2018

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

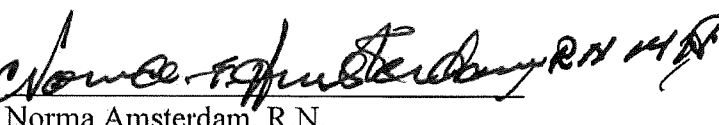
By   
 Daniel F. Murphy Jr.

Date: July 16, 2018

1199SEIU UNITED HEALTHCARE WORKERS EAST

By   
 George Gresham, President

Date: July 16, 2018

By   
 Norma Amsterdam, R.N.  
 Executive Vice President  
 Date: July 16, 2018

By Maria Castaneda

Maria Castaneda, Secretary/Treasurer

Date: July 16, 2018



## SCHEDULE A

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

AMSTERDAM NURSING HOME

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

BRONXCARE HEALTH SYSTEM

BRONXCARE 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

COHEN'S CHILDREN MEDICAL CENTER

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

INTERFAITH MEDICAL CENTER

ISABELLA GERIATRIC CENTER

JAMAICA HOSPITAL MEDICAL CENTER  
Jamaica Hospital DTC  
Jamaica Hospital Nursing Home

KINGSBROOK JEWISH MEDICAL CENTER  
Rutland Nursing Home, Inc.

LENOX HILL HOSPITAL

LONG ISLAND JEWISH FOREST HILLS

LONG ISLAND JEWISH MEDICAL CENTER

LONG ISLAND JEWISH VALLEY STREAM

MAIMONIDES MEDICAL CENTER

MANHATTAN EYE EAR & THROAT HOSPITAL

MJHS

Menorah Center for Rehabilitation and Nursing Care  
Adult Day Health Center

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

Beth Israel Medical Center  
Petrie Division  
Kings Highway Division  
City Hospital Center at Elmhurst (Affiliation)  
Queens Hospital Center (Affiliation)  
Mount Sinai Queens  
St. Luke's-Roosevelt Hospital Center  
St. Luke's-Roosevelt Hospital Center – Roosevelt Site  
St. Luke's-Roosevelt Hospital Center – St. Luke's Site

THE NEW JEWISH HOME  
Manhattan Division  
Sarah Neuman Nursing Home

NEW YORK COMMUNITY HOSPITAL OF BROOKLYN, INC.

NEW YORK MEDICAL COLLEGE/VALHALLA

NEWYORK-PRESBYTERIAN BROOKLYN METHODIST HOSPITAL

NEWYORK-PRESBYTERIAN HOSPITAL/COLUMBIA UNIVERSITY MEDICAL CENTER

NEWYORK-PRESBYTERIAN/LOWER MANHATTAN HOSPITAL

PARKER JEWISH INSTITUTE FOR HEALTH CARE AND REHABILITATION

PLAINVIEW HOSPITAL

REBEKAH REHAB & EXTENDED CARE CENTER

RICHMOND UNIVERSITY MEDICAL CENTER

RIVERSIDE HEALTH CARE SYSTEM, INC.

St. John's Riverside Hospital  
Andrus Pavilion  
Dobbs Ferry Pavilion  
Park Care Pavilion

SBH HEALTH SYSTEM

SOUTHSIDE HOSPITAL

ST. MARY'S CENTER INC.

ST. PATRICK'S HOME

ST. VINCENT CATHOLIC MEDICAL CENTER

STATEN ISLAND UNIVERSITY HOSPITAL  
Staten Island University Hospital – North Site  
Staten Island University Hospital – South Site

SYOSSET HOSPITAL

UNION COMMUNITY HEALTH CENTER

UNITED HEBREW OF NEW ROCHELLE

VILLAGECARE

VillageCare Rehabilitation & Nursing Center

WYCKOFF HEIGHTS MEDICAL CENTER

ZUCKER HILLSIDE HOSPITAL

**SCHEDULE B**

**NEW LEAGUE MEMBERS AND EXISTING MEMBER INSTITUTIONS  
WITH COLLECTIVE BARGAINING AGREEMENTS  
WHO JOINED SINCE JULY 21, 2014**

BON SECOURS HOSPITAL

EASTERN LONG ISLAND HOSPITAL

GOOD SAMARITAN HOSPITAL

NORTHWELL HEALTH, AMBULATORY SERVICES

PROVIDENCE REST

SILVERCREST CENTER FOR NURSING AND REHABILITATION

STONY BROOK SOUTHAMPTON PEO

**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

BON SECOURS HOSPITAL

BROOKDALE HOSPITAL MEDICAL CENTER  
Schulman & Schachne Institute for Nursing & Rehabilitation  
Arlene and David Schlang Pavilion

EASTERN LONG ISLAND HOSPITAL

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

GOOD SAMARITAN HOSPITAL

JAMAICA HOSPITAL MEDICAL CENTER  
Jamaica Hospital Nursing Home

LONG ISLAND JEWISH FOREST HILLS

MONTEFIORE MEDICAL CENTER  
Montefiore Wakefield Campus

THE MOUNT SINAI HOSPITAL  
Mount Sinai Queens

RIVERSIDE HEALTH CARE SYSTEM, INC.  
St. John's Riverside Hospital  
Park Care Pavilion

SBH HEALTH SYSTEM

STONY BROOK SOUTHAMPTON PEO

UNITED HEBREW OF NEW ROCHELLE

## **Side Letter with respect to New York Laws (“NYC”) Laws**

### **NYC Earned Safe and Sick Time Act:**

The parties shall modify the existing NYC Earned Sick Time Act side letter to reflect the following:

1. The name change of the Act to the New York City Earned Safe and Sick Time Act.
2. To add the following: (3) the Act’s provision for the use of paid sick leave for safe time for the reasons set forth in the Act when an Employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking, which shall run concurrently with sick leave provided under Article XVII of the Collective Bargaining Agreement.
3. In addition, the parties have agreed to add to footnote in the Family Illness Provision in Article XVII, Sick Leave: “Also, employees working in the five boroughs of New York City can use paid sick leave for safe time when the employee or a family member, has been the victim of a family offense matter, sexual offense, stalking or human trafficking. See Side Letter regarding the NYC Earned Safe and Sick Time Act.

### **NYC Temporary Schedule Change Law:**

1. The parties will meet after the issuance of the NYC regulations pertaining to this Law to discuss the applicability of the CBA benefits to temporary schedule changes addressed by the Law.

## **1199SEIU- League of Voluntary Hospitals and Homes of New York Commission on Workforce and Policy Issues**

It is the intent of 1199SEIU and the League of Voluntary Hospitals and Homes of New York to form a Commission to:

- 1) Maintain a strong relationship between labor and management to ensure the delivery of high quality care to patients, a bright future for the workers that dedicate their lives to caring for others, and the sustainability of the health care institutions
- 2) Develop a framework to identify and address workforce issues related to the transformation of the health care delivery system—issues that pose a challenge to maintaining a high quality workforce and strong union membership
- 3) Conduct an environmental assessment and develop a joint advocacy agenda on emerging policy issues in Washington, D.C. and Albany that threaten the sustainability of New York's health care system and its workforce
- 4) Ensure that healthcare workers have a continuing voice at the table through 1199SEIU and that healthcare workers in each sector enjoy appropriate wages and standards.

### Rationale

The health care delivery system is in a period of rapid transformation, driven by new technologies and new reimbursement models to incentivize value-based care. These changes are shifting care delivery from inpatient hospital care to ambulatory care settings, and incentivizing the development of new lower-cost models of care. This shift is straining the financial health and viability of health care providers because the reimbursement structures are far lower in the ambulatory care setting than inpatient setting. These trends are expected to continue and potentially accelerate as health insurers (including the Medicare and Medicaid programs) seek to reduce the overall cost trends and get better value for their health care dollar.

The workforce implications of these changes pose significant challenges for the union and management alike. Therefore, thoughtful dialogue is required to develop solutions that balance ensuring a growing, strong union membership and the needs of its workers to earn a living wage and benefits, with the affordability for providers.

Issues to be addressed by the Commission include, but are not limited to, the following:

- impact of the growth in ambulatory care services and the emergence of new technologies on the workforce needs of providers, and the resulting job retraining needs of workers;
- alignment of the workforce cost structure with the economics of the new care delivery models (i.e., providing a living wage and benefits within the new reimbursement levels); and,
- development of new, flexible job categories to accommodate the new care delivery models.



To support this work, the Commission will conduct an independent, environmental assessment of the current and emerging health care policy issues that impact on the financial sustainability of the health care system. In addition to guiding the work on the labor-management issues described above, the results will be used to develop a joint advocacy agenda to be carried out through the Healthcare Education Project.

### Composition and Timeframe

The kick-off for the Commission would be a meeting between Chief Executive Officers and the President of 1199SEIU. The purpose of the meeting would be to discuss the Commission, the issues to be addressed, and officially name its members. Leadership reserves the right to invite Governor Cuomo to attend this meeting to educate him about the major issues facing the health care industry.

The Commission would convene as soon as practical thereafter and finalize consensus recommendations no later than July 1, 2019. The Commission shall be comprised of 6 individuals, with 3 union and 3 management representatives, and an outside individual serving as the Chair. The Chair would be responsible for facilitating the fact gathering on the issues discussed above to find common ground between the parties. A recommendation for the Chair would be Jason Helgerson, former New York State Medicaid Director, and currently Chief Solutions Officer, Helgerson Solutions Group.

George Gresham, President  
1199SEIU Healthcare Workers East  
310 West 43<sup>rd</sup> Street  
New York, N.Y. 10036

July 16, 2018

Re: Use of National Benefit Fund Surplus

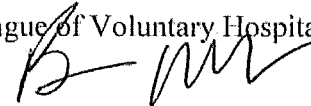
Dear Mr. Gresham:

This letter sets forth our agreement regarding Fund Diversions:

1. There shall be a \$75 million diversion from the National Benefit Fund (NBF) into the National Pension Fund under a schedule agreed to by the parties, but no later than December 31, 2018.
2. During the period October 1, 2018 to September 30, 2021, up to \$145 million will be made available from the NBF to be diverted to the TUF, LMI, Healthcare Education Project (HEP) Funds and the Contract Administrator/Delegate Training Program. The final amount needed to maintain the programs under applicable assumptions and criteria will be calculated by Fund staff and approved by the parties.
3. Up to \$6 million will be made available from the NBF Surplus to further subsidize NBF costs for nursing homes and St. John's Riverside Hospital.
4. Surplus funds from the JSF and CCF may be diverted, if necessary, as additional funding for TUF.
5. A schedule defining the specific diversion amounts for each of the sending and receiving funds and the timing will be developed to be approved by CIPC. This schedule will be known as Attachment I to this side letter. CIPC shall have the authority to change the amounts and dates of all Fund diversions based on the cash flow requirements of the Funds sending and receiving such diversions.
6. Disputes at CIPC under this letter shall not be subject to arbitration.

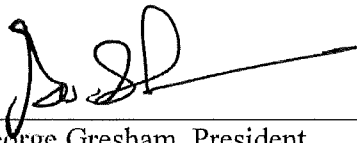
Very truly yours,

League of Voluntary Hospitals and Homes

  
\_\_\_\_\_  
Bruce McIver, President

Accepted and Agreed to by:

1199SEIU Healthcare Workers East

A handwritten signature in black ink, appearing to be 'GG', with a long horizontal line extending to the right from the end of the signature.

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George Gresham, President

Bruce McIver, President  
League of Voluntary Hospitals  
555 West 57<sup>th</sup> Street  
New York, N.Y. 10036

Re: 1199-League 2018-2021 MOA  
Contract Administration Program/Delegate  
Training Program

Dear Mr. McIver:

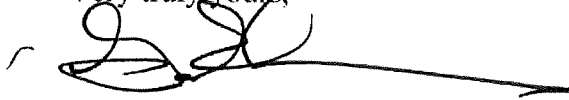
In the 2018-21 Memorandum of Agreement the parties extended the Contract Administrators and Delegate Training Programs (“Programs”) from October 1, 2018 through September 30, 2021. This letter memorializes the parties’ intent to fully fund both Programs through that period.

The parties agree to extend the Programs and project that for the period of October 1, 2018 through September 30, 2021, the expenses for both Programs will not exceed \$17.2 million. The total funding allocated for the Delegate Training Program is estimated to be \$1.6 million and the reimbursement amounts in Article V, Section 7 for delegate training days are to be \$308 per day for Guild members and \$551 per day for RNs. The Contract Administration side letter will be updated accordingly. The total funding allocated to the Contract Administrator program during the October 1, 2018 to September 30, 2021 period is estimated to be \$15.6 million.

Any disputes regarding the funding of the Programs, the specific amounts of funding or the specific sources of funding shall be submitted to CIPC for resolution.

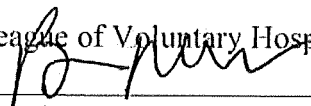
If the forgoing accurately reflects our understanding, please sign and return an executed copy for our files.

Very truly yours,



George Gresham

Accepted: League of Voluntary Hospitals and homes

  
\_\_\_\_\_  
Bruce McIver, President

Dated:

7/16/18

George Gresham, President  
1199SEIU Healthcare Workers East  
310 West 43<sup>rd</sup> Street  
New York, N.Y. 10036

July 16, 2018

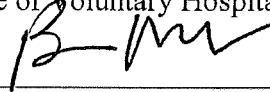
Re: Delegate Training and Contract  
Administration Study

Dear Mr. Gresham:

This letter sets forth our agreement regarding the Delegate Training and Contract Administration Study:

A study is to be done to improve the delegate training and contract administration programs. Representatives of Management and the Union will evaluate the effectiveness, the budget, the oversight, the original formulas used to determine the number of contract administrators, the number of delegate trainings and any other concerns. The study will result in recommendation for both programs by end of the year. This agreement is not intended to reduce funding for either program.

Very truly yours,  
League of Voluntary Hospitals and Homes



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Bruce McIver, President

Accepted and Agreed to by:

1199SEIU Healthcare Workers East



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George Gresham, President

**Agreement regarding Funding for Contract Administrators**

Agreement between the League of Voluntary Hospitals and Homes of New York (League), as agent on behalf of its members (Members(s)), and 1199SEIU United Healthcare Workers East (Union) (collectively the parties) modifying the collective bargaining agreement between the League and the Union in effect for the period October 1, 2018 through September 30, 2021 (CBA):

The Contract Administrators Program (CAP) shall be extended for the period October 1, 2018 to September 30, 2021 and total costs shall not exceed \$15.6 million. The program will continue under the same terms and conditions as described in the July 30, 2002 agreement and 2001 – 2005, 2004 – 2008, 2007-2011, 2011-2015, 2015-2018 League multi-employer CBA side letters, and subsequent written agreements adjusted to reflect the duration of this Agreement.

Funding shall be from the National Benefit Fund (NBF) surplus by way of credits to Employer contributions that would otherwise be due to the NBF (CAP Contribution Deductions); and

Whereas, the parties wish to specify the manner and timing of CAP Contribution Deductions;

NOW THEREFORE, the following shall constitute an amendment of the CBA:

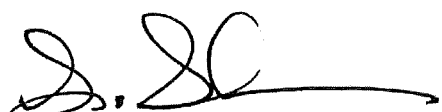
Each Member shall take its CAP Contribution Deductions to fund the CAP for the periods during the monthly National Benefit Fund Contributions specified below.

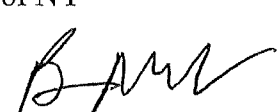
PERIOD	MONTH OF NBF CONTRIBUTION DEDUCTION
October 1, 2018 – March 31, 2020 (18 months)	March 2020
April 1, 2020 – September 30, 2021 (18 months)	September 2021

IN WITNESS WHEREOF, the League and the Union have executed this Agreement.

1199SEIU United Healthcare Workers East

League of Voluntary Hospitals & Homes of NY

By,   
George Gresham, President

By,   
Bruce McIver, President

Date: \_\_\_\_\_

Date: 7/16/18



George Gresham, President  
1199SEIU Healthcare Workers East  
310 West 43<sup>rd</sup> Street  
New York, N.Y. 10036

July 16, 2018

Re: Arbitrator Selection

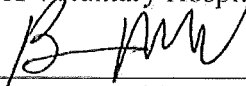
Dear Mr. Gresham:

This letter sets forth our agreement regarding arbitrator selection:

The Parties will meet as expeditiously as possible following ratification for the selection of arbitrators.

Very truly yours,

League of Voluntary Hospitals and Homes

  
\_\_\_\_\_  
Bruce McIver, President

Accepted and Agreed to by:

1199SEIU Healthcare Workers East

  
\_\_\_\_\_  
George Gresham, President