

1199/LVHH
Memorandum of Agreement
September 23, 2021

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: 10/1/21 – 9/30/24

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, 2018 Agreement shall continue to be in effect through 9/30/21.

D. The Other CBAs shall be incorporated into the League multi-employer CBA, subject to the provisions of paragraph 13 (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, Steps and Lump Sum Wage Payments

A. Wage increases and corresponding adjustments shall be as follows:

<u>Date</u>	<u>Increase</u>
10/1/21	2%
10/1/22	3%
10/1/23	3%

B. Lump Sum Recognition Payment November 1, 2021

- 1) Effective with the first payroll period following November 1, 2021, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a lump sum recognition payment of \$3,000, representing appreciation for their heroic efforts during the COVID-19 pandemic. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period (or the ninety (90) day period referred to in paragraph 3.B.3 below, where applicable).
- 2) The lump sum recognition payment shall not be considered as pay for any purpose, including payment of contributions to, or benefits provided by, the Union Funds, or for purposes of overtime, shift or other differentials or any form of premium pay.
- 3) The term "employed" as used in this Section 3.B shall include (i) all periods of paid leave and (ii) for this Section 3.B only: (x) a period for which the Employee is entitled to receipt of disability or workers compensation payments from the NBF or other insurance paid for by the Employer, or (y) a period of authorized unpaid leave of absence or layoff, if but only if the individuals who were on an authorized unpaid leave of absence or layoff (with recall rights) on the first pay period following November 1, 2021 return to work to a regular full-time or regular part-time position at the end of the leave, or, in the case of layoff, before their recall rights have expired, and work for a period of ninety (90) days following such return.
- 4) The lump sum recognition payment shall be in a separate payment. Withholding shall be based on the most favorable tax treatment for the Employees permitted by law.

C. 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. Recognition Pay – Public Health Emergency

When there is a federal or state declared public health emergency that results in a material increase in hazard to unit members in the performance of their work duties at their place of employment, 1199 may demand local bargaining over Recognition pay. In

the event that there is no local resolution within 30 calendar days from 1199's demand, 1199 can refer the dispute to CIPC for resolution. The CIPC arbitrator shall consider the Employer's ability to pay in awarding relief, if any. This procedure shall not apply to weather-related emergencies or the current COVID-19 pandemic emergency.

5. 1199SEIU National Pension Fund (NPF)

- A. The parties agree that as of 10/1/21, the employer pension contribution rate shall be 11.30%.
- B. Retirees will receive a one-time bonus equal to 3% of annual pension benefit, payable on a date to be agreed upon by the parties.

6. Employment Security Protected Status

The current protected status date (1/1/11) shall remain in effect. As of 1/1/23, employees hired prior to 1/1/13 are subject to the employment security provisions of Article IXA.

7. 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)
10/1/2021	\$19,772	41.36%
10/1/2022	\$21,316	43.13%
10/1/2023	\$22,926	44.83%

- 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)*
10/1/2021	\$17,625	41.36%
10/1/2022	\$18,954	43.13%
10/1/2023	\$20,346	44.83%

*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 10/12/18 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 \$280 million, over the term of the agreement. These initiatives/reductions will not include co-pays, premiums, deductibles or co-insurance.

8. 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 \$135 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.

9. Training and Upgrading Fund Graduate Hiring Committee

A committee made up of representatives of the Union, the League, and the Training and Upgrading Fund (“TUF”) will be established within 120 days of the ratification of the agreement to study and make recommendations to the parties regarding how to increase the rate of hire of graduates of TUF programs, including RNs, at League institutions.

10. Juneteenth

Juneteenth shall be added as an additional legal holiday in addition to the existing four free days.

11. Pro/Tech Issues

A. Rate Adjustments

- 1) The Union shall have the right to demand local bargaining for rate adjustments for each Professional/Technical classification once during the

life of the contract when: (i) the Employer has a demonstrated recruitment and retention problem as evidenced by a combination of the following factors: vacancy rate, length of time of vacancy, turnover rate, or substantial required overtime; or (ii) there are material changes in educational requirements, certification and/or licensing requirements for the title, promulgated by the Employer or by a governmental or regulatory body.

- 2) If the Union has not invoked paragraph 1, then once during the life of the contract, the Union may demand local bargaining over material discrepancies in compensation within a system in the same geographic area without the requirement of demonstrating a recruitment and retention problem. Disputes may be referred to CIPC but shall not be subject to arbitration.

- 3) Following 120 days of a demand to negotiate a specific title, the dispute shall be referred to the CIPC arbitrator, who shall act as or shall designate a mediator to attempt to bring the parties to a mediated resolution. If the parties have not come to agreement 30 days after referral to the CIPC arbitrator, unresolved negotiations shall be resolved exclusively through CIPC dispute resolution, up to and including interest arbitration to determine whether the conditions in 1 have been satisfied, and, if so, what the revised rate should be. If the arbitrator finds that the conditions in 1 have been satisfied, 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 an increased rate. The arbitrator shall also consider any recent market adjustments to the wage rate made by the hospital. 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.

- 4) Decisions resulting from this process may be considered by the arbitrator but shall not be a controlling factor.

B. Preceptor Pay

Employees in Professional/Technical titles assigned in writing by management to instruct and/or teach other employees, students or residents, in a new modality, technique or in the use of new technology, shall be paid an additional \$2.00/hour for the hours they actually spend precepting. Orientation or onboarding of new

employees, students or residents to existing work procedures and processes, without the preceptor duties identified above, shall not be deemed precepting.

C. Continuing Education

Professional and Technical Employees who are required by the Employer to present at a professional conference shall be released with pay for one (1) additional day, for a total of three (3) paid continuing education days per contract year.

D. Career Ladders

Career ladders can be raised for discussion at the local Professional/Technical Practices Committees.

12. Registered Nurses

- A. All provisions of the individual RN CBAs which sunset, including pilot programs, shall continue.
- B. The monies generated by the application of the percentage wage increases over the life of this Agreement to the annualized amount of longevity pay calculated as of June 2021 shall be used solely to increase Base Salary rates, per the methodology agreed to by the parties in their October 26, 2018 memorandum.
- C. There shall be a one-time allocation of 0.5 % of Base Salary as of September 30, 2021 for Nurses that shall be used solely to increase Base Salary Rates. Costing and methodology will be as agreed to in the RN Costing Side Letter.
- D. The protected status language in Paragraph 6 above shall apply to each RN agreement.

E. Advanced Practice Nurse Rate Reopeners

- 1) The Union shall have the right to demand local bargaining once per title per contract period for Advanced Practice Registered Nurse titles (Nurse Practitioners, CRNAs and Midwives) only where they are represented by 1199, when the Employer has a demonstrated recruitment and retention problem as evidenced by a combination of the following factors: vacancy

rate, length of time of vacancy, turnover rate, or substantial required overtime.

- 2) Following 120 days of a demand to negotiate a specific title, the dispute shall be referred to the CIPC arbitrator, who shall act as or shall designate a mediator to attempt to bring the parties to a mediated resolution. If the parties have not come to agreement 30 days after referral to the CIPC arbitrator, unresolved negotiations shall be resolved exclusively through CIPC dispute resolution, up to and including interest arbitration to determine whether the conditions in 1 have been satisfied, and, if so, what the revised rate should be. If the arbitrator finds that the conditions in 1 have been satisfied, 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 an increased rate. The arbitrator shall also consider any recent market adjustments to the wage rate made by the hospital. 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.
- 3) Decisions resulting from this process may be considered by the arbitrator but shall not be a controlling factor.

F. Agency Nurses

When it is necessary to float a nurse from a unit, agency nurses, then per diems, shall be floated prior to regularly assigned full and part time staff, subject to a nurse having the appropriate clinical competence. No 1199 RN shall be required to change their shift assignment to accommodate the use of an agency or other temporary RN who is not a member of the 1199 bargaining unit. This language shall supplement existing language on floating, if any, contained in each RN agreement.

G. Readiness for Crises

Within 120 days of this Agreement, each local Professional Practice committee will convene to discuss the lessons learned from nursing during the pandemic and provide solutions for future crises, including but not limited to: weaknesses discovered during COVID; preparation for such exigencies including appropriate training for any nurse assigned to new/different duties; appropriate staffing where extreme levels of care are required, policies related to assignments in such cases; respite and relief for nurses in these roles; appropriate inducements for working

under these circumstances. The committees shall determine recommendations regarding the foregoing for consideration at each RN institution.

H. RN Staffing Guideline Procedures

Paragraph 11 of the 2018 Memorandum of Agreement shall continue.


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 2021-2024 League Multi-Employer Collective Bargaining Agreement, 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:

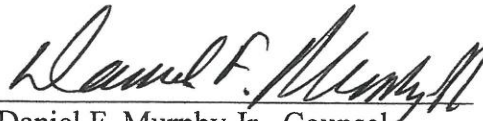
LEAGUE OF VOLUNTARY HOSPITALS
AND HOMES OF NEW YORK
(on behalf of Schedule A & B Employers)

By 

Marc Z. Kramer, President

Date: September 23, 2021

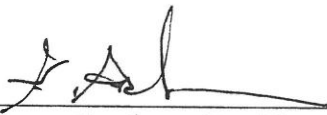
LEAGUE OF VOLUNTARY
HOSPITALS AND HOMES OF NEW
YORK
(on behalf of Schedule C Employers)

By 

Daniel F. Murphy Jr., Counsel


Date: September 23, 2021

1199SEIU UNITED HEALTHCARE WORKERS EAST

By 

George Gresham, President

Date: September 23, 2021

By 

Nadine Williamson, R.N.
Executive Vice President, RN Division
Date: September 23, 2021

By Maria Castaneda
Maria Castaneda, Secretary/Treasurer
Date: September 23, 2021

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
Providence Rest Nursing Home and Rehabilitation Center
St. Vincent DePaul Residence
Terence Cardinal Cooke Health Care Center

BON SECOURS COMMUNITY HOSPITAL

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

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

GOOD SAMARITAN HOSPITAL

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

MOUNT SINAI HEALTH SYSTEM

THE MOUNT SINAI HOSPITAL

Mount Sinai Hospital

Mount Sinai Queens

BETH ISRAEL MEDICAL CENTER

Mount Sinai Beth Israel

Mount Sinai Brooklyn

ST. LUKE'S ROOSEVELT HOSPITAL CENTER

Mount Sinai Morningside

Mount Sinai West

NEW YORK EYE & EAR INFIRMARY OF MOUNT SINAI

QUEENS HOSPITAL CENTER (Affiliation)

ELMHURST HOSPITAL CENTER (Affiliation)

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

NORTHWELL HEALTH, AMBULATORY SERVICES

NYU LANGONE HEALTH SYSTEM

NYU Langone Tisch/Kimmel Pavilion
NYU Langone Orthopedic Hospital
NYU Langone Hospital Brooklyn
Sunset Park Family Health Council at NYU Langone
Coler Carter (Affiliation)
Bellevue Hospital (Affiliation)
Gouverneur Diagnostic Treatment Center (Affiliation)
Woodhull Medical and Mental Health Center (Affiliation)
Cumberland Diagnostic and Treatment Center (Affiliation)

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

SILVERCREST CENTER FOR NURSING AND REHABILITATION

SOUTH SHORE UNIVERSITY 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

STONY BROOK EASTERN LONG ISLAND HOSPITAL PEO

STONY BROOK SOUTHAMPTON HOSPITAL PEO

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 16, 2018**

MID-HUDSON VALLEY STAFFCO, LLC

NEWYORK-PRESBYTERIAN LAWRENCE HOSPITAL

NEWYORK-PRESBYTERIAN QUEENS HOSPITAL

NYU LANGONE HOSPITAL LONG ISLAND

THE LONG ISLAND HOME dba SOUTH OAKS HOSPITAL

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

BETH ISRAEL MEDICAL CENTER

Mount Sinai Beth Israel
Mount Sinai Brooklyn

BON SECOURS COMMUNITY HOSPITAL

BROOKDALE HOSPITAL MEDICAL CENTER

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

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

MID-HUDSON VALLEY STAFFCO, LLC

MONTEFIORE MEDICAL CENTER

Montefiore Wakefield Campus

THE MOUNT SINAI HOSPITAL

Mount Sinai Queens

NEW YORK COMMUNITY HOSPITAL OF BROOKLYN

NEWYORK-PRESBYTERIAN QUEENS HOSPITAL

NYU LANGONE HEALTH SYSTEM

NYU Langone Orthopedic Hospital

RIVERSIDE HEALTH CARE SYSTEM, INC.

St. John's Riverside Hospital
Park Care Pavilion

SBH HEALTH SYSTEM

SOUTH SHORE UNIVERSITY HOSPITAL

THE LONG ISLAND HOME dba SOUTH OAKS HOSPITAL

STONY BROOK EASTERN LONG ISLAND HOSPITAL PEO

STONY BROOK SOUTHAMPTON PEO

September 23, 2021

Nadine Williamson, Executive Vice President
1199SEIU United Healthcare Workers East
498 Seventh Avenue
New York, N.Y. 10018

Re: RN Costing Side Letter

Dear Nadine:

This letter sets forth our agreement regarding the costing methodology for the monies agreed to in Section 12(C) of the Memorandum of Agreement (“MOA”). Costing and methodology for that provision shall be as follows:

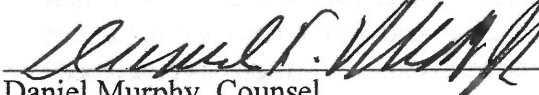
1. The 0.5% is a singular, finite amount and will be subject to discounting for future wage increases similar to the methodology to what has been referred to as “11a1” monies. The amount of the Base Salary for all RN titles in the RN bargaining units will be increased by:
 - a. Calculating the total annual base salary (excluding any differentials) for all titles in the RN bargaining unit. Full-time and part-time FTEs only (no Per Diems) as of September 30, 2021.
 - b. Dividing the amount derived in 1) by the total number of full-time/part-time FTEs to get a per FTE amount. This “per FTE amount” shall be based on data collected from RN Unit employers on or about September 30, 2021. Once calculated, it shall not change.
 - c. The amount arrived upon in 1(b) above shall be discounted by the same factor used in arriving at the “11A1” monies, of 78.769%. See the October 26, 2018 Agreement.
 - d. The effective date of the Base Rate increase shall be October 1, 2021. If the Base Rate increase is implemented after that date, the retroactive amount will be paid in a lump sum to each nurse. The League will endeavor to collect the necessary data by December 31, 2021. If a nurse is hired after the implementation date, he/she will not be eligible for any retroactive amount.
 - e. This only applies to 1199 RN Units in League Hospitals and Hospital-based Nursing Homes. Standalone Nursing Homes are excluded.

For purposes of clarity, please see below for an example calculation:

- Total Base Payroll for all active RN’s in the Unit on September 30, 2021: \$7,500,000
- Number of Active Nurse FTEs: 100
- Average Base Pay = \$75,000

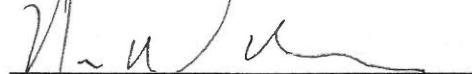
- $\$75,000 \times 0.5\% = \375
- $\$375 \times 78.769\% = \295.38 , which is the amount added to all RN's base salary, regardless of title. This additional amount shall be prorated based on FTE status.
- If a hospital wants to express the amount as an hourly rate, it should be divided by 1,950 (or adjusted appropriately for a full-time workweek that is not 37.5 hours).

Very truly yours,
League of Voluntary Hospitals and Homes


Daniel Murphy, Counsel

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East



Nadine Williamson, Executive Vice President RN Division

Agreement Regarding Funds 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, 2021 through September 30, 2024 (CBA):

The Contract Administrators Program (CAP) shall be extended for the period October 1, 2021 to September 30, 2024 and total costs shall not exceed \$16.9 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, and 2018-2021 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, 2021 - March 31, 2023 (18 months)	March 2023
April 1, 2023 - September 30, 2024 (18 months)	September 2024

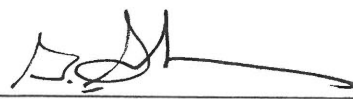
IN WITNESS WHEREOF, the League and the Union have executed this Agreement.

League of Voluntary Hospitals and Homes

1199SEIU United Healthcare Workers East

By 

Marc Z. Kramer, President

By 

George Gresham, President

Date: September 23, 2021

Date: September 23, 2021

September 23, 2021

George Gresham, President
1199SEIU United Healthcare Workers East
498 Seventh Avenue
New York, N.Y. 10018

Re: 1199-League 2021-2024 MOA
Contract Administrator Program/Delegate Training
Program

Dear George:

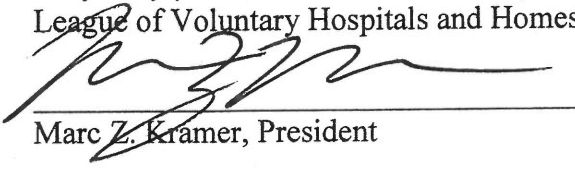
In the 2018-21 Memorandum of Agreement the parties extended the Contract Administrators and Delegate Training Programs ("Programs") from October 1, 2021 through September 30, 2024. This letter memorializes the parties' intent to fully fund both Programs through that period.

The parties agree to extend the Programs and project that for the period of October 1, 2021 through September 30, 2024, the expenses for both Programs will not exceed \$18.5 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 \$340 per day for Guild members and \$608 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, 2021 to September 30, 2024 period is estimated to be \$16.9 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.

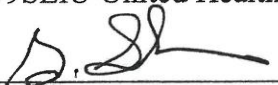
Very truly yours,
League of Voluntary Hospitals and Homes



Marc Z. Kramer, President

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East



George Gresham, President

September 23, 2021

George Gresham, President
1199SEIU United Healthcare Workers East
498 Seventh Avenue
New York, N.Y. 10018

Re: 1199 Nursing Home Proposal

Dear George:

This letter sets forth our agreement regarding 1199's proposal entitled "Notice of Agreements to Transfer Management or Ownership of a Home." We agree that in the event that 1199 is successful in achieving agreement to that proposal in bargaining with both the Group of 65 and the Greater New York Healthcare Facilities Association, the League Nursing Homes will agree to the language that 1199 achieves with those groups.

Very truly yours,
League of Voluntary Hospitals and Homes



Marc Z. Kramer, President

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East



George Gresham, President

SIDE LETTER REGARDING NEW YORK HERO ACT

September 23, 2021

George Gresham, President
1199SEIU United Healthcare Workers East
498 Seventh Avenue
New York, N.Y. 10018


Dear Mr. Gresham:

This letter sets forth our agreement regarding the New York Hero Act, which is effective as of September 23, 2021. Specifically:

The Union agrees to waive all requirements set forth in Labor Law §§ 27-d, also known as Section 2 of the New York Hero Act (the "Act"), and to continue in lieu of those requirements the Safety and Health Committees established by Article XXXIX, Section 3 of the Collective Bargaining Agreement, which shall have the authority to carry out all tasks listed in §27-d(4) of the Act.

If you are in agreement with these modifications, please sign below and return an executed copy for our files.

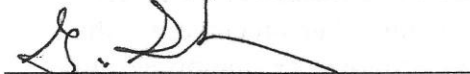
Very truly yours,
League of Voluntary Hospitals and Homes



Marc Z. Kramer, President

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East



George Gresham, President

**SIDE LETTER REGARDING NEW YORK CITY EARNED SAFE AND SICK TIME
ACT AND NEW YORK STATE PAID LEAVE LAW**

September 23, 2021

George Gresham, President
1199SEIU United Healthcare Workers East
498 Seventh Avenue
New York, N.Y. 10018

Dear Mr. Gresham:

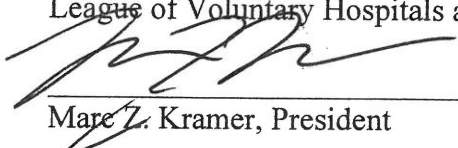
This letter sets forth our updated agreement regarding the New York City Earned Safe and Sick Time Act and our agreement regarding the New York State Paid Leave Law. Our agreement is as follows:

The Union accepts all comparable benefits (including, but not limited to, vacation time, sick time, and holiday time at premium rates) under the Collective Bargaining Agreement in lieu of any other benefits that may be available under the New York City Earned Safe and Sick Time Act (“NYCESSTA”) and the New York State Sick Leave Law (“NYSSLL”) (together, “Acts”) and expressly waives the provisions of the Acts, except that this waiver does not apply to: (1) the Acts’ prohibitions on Employer retaliation against Employees for use of sick leave, including, with respect to the NYCESSTA, discipline under a point or occurrence system, but not including discipline for fraud, misuse or abuse of sick leave, or use of sick leave for purposes other than those described in the Acts; (2) the Acts’ provisions for use of sick leave to care for a family member as defined by the Acts, which shall run concurrently with sick leave provided under Article XVII of the Collective Bargaining Agreement; (3) the Acts’ provision for the use of paid sick leave for safe time for the reasons set forth in the Acts when an Employee or a family member has been the victim of a domestic violence, a family offense matter, sexual offense, stalking, or human trafficking, which shall run concurrently with sick leave provided under Article XVII of the Collection Bargaining Agreement; or (4) the NYCESSTA’s use of sick leave in the event of closure of employer or employees’ child school due to public health emergency, which shall run concurrently with sick leave provided under Article XVII of the Collection Bargaining Agreement.

If you are in agreement with these modifications, please sign below and return an executed copy for our files.

Very truly yours,


League of Voluntary Hospitals and Homes



Marc Z. Kramer, President

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East



George Gresham, President

^ ,

September 23, 2021

George Gresham, President
1199SEIU United Healthcare Workers East
498 Seventh Avenue
New York, N.Y. 10018

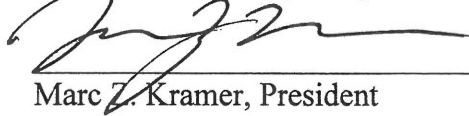
Re: NYU Pro/Tech Rate Adjustments

Dear George:

This letter sets forth our agreement that the process negotiated between 1199 and NYU Langone Hospitals (NYU) set forth in the December 10, 2018 agreement between 1199 and NYU shall continue to apply to Pro/Tech rate adjustments at NYU institutions instead of the process set forth in paragraph 11 of this MOA.

Very truly yours,

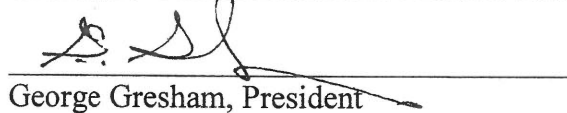
League of Voluntary Hospitals and Homes



Marc T. Kramer, President

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East


George Gresham, President