

**COLLECTIVE
BARGAINING**

Agreement

between

**League of Voluntary Hospitals
and Homes of New York**

and

1199SEIU United Healthcare Workers East

July 1, 2007 through September 30, 2011

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2007-2011 1199-LEAGUE AGREEMENT

AGREEMENT made and entered into this 22nd day of January, 2007, by and between the **LEAGUE OF VOLUNTARY HOSPITALS AND HOMES OF NEW YORK**, with its offices at 555 West 57th Street, New York, NY 10019 (hereinafter called the "League"), as agent for and on behalf of each of its member institutions whose names appear on Schedules A and B annexed hereto and made a part hereof (each of which is hereinafter designated as the "Employer") and **1199SEIU UNITED HEALTHCARE WORKERS EAST**, with its offices at 310 West 43rd Street, New York, NY 10036 (hereinafter referred to as the "Union" or "1199"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees" (hereinafter "Agreement" or "CBA").

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I**Recognition - The Collective Bargaining Unit**

1. (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all of the Employees in the bargaining unit(s) set forth in a stipulation (Stipulation I) between the Union and each Employer to be annexed hereto.

(b) Excluded from each of the aforesaid bargaining units are supervisory, confidential, executive and managerial employees, physicians, dentists, registered nurses, students whose performance of work at the Employer is a part of the educational course of study such students are pursuing, part-time employees who work a total of one-fifth (1/5) of the regular full-time work week or less for the job classifications in which they work, temporary employees as defined herein, and such other employees as are listed as excluded in the stipulations hereunto annexed. Effective July 1, 1992, any employee hired to work one-fifth (1/5) or less of the regular full-time work week for his/her classification shall be an Employee covered by the Agreement if he/she works more than sixteen (16) shifts within any period of up to thirteen weeks. Bargaining unit coverage shall be retroactive to the first day of the thirteen (13) week period.

2. It is agreed that this Agreement shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this Agreement shall apply to any new or additional facilities of the Employer and under its principal direction and control within the five (5) boroughs of New York City, Nassau, Suffolk and Westchester Counties. The Employer shall give seven (7) days notice to the Union subsequent to the completion of arrangements for all expansions, acquisitions, sales, new facilities, mergers within the five boroughs of New York City, Nassau, Suffolk, and Westchester counties.

3. To the extent permitted by law, whenever an Employer hereafter shall enter into an affiliation agreement with the City of New York, the Employer shall extend recognition to the Union hereunder for the Employees employed by the Employer under such affiliation and this Agreement shall apply to such Employees.

4. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit(s) covered by this Agreement, as defined in Article I, Section 1 hereof.

5. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.

6. **Part-time Employees:** Part-time Employees covered by this

Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis.

7. The Employer shall prorate paid benefits (i.e., paid: vacations, holidays, sick leave, free days, leave for death in the family and paternity leave) based on the average number of hours actually worked per week in a six (6) month period. Computations shall be made every six (6) months. Part-time Employees shall not accrue benefits which are greater than those accrued by a full-time Employee in the same job who is regularly scheduled to work the normal full-time work week.

8. Although certain part-time and temporary employees are excluded from coverage hereunder, nevertheless, the Employer will employ them at not less than the wages and minimums specified in this Agreement. It is recognized, however, that such employees are not and shall not be in any way considered covered by any of the provisions of this Agreement.

9. Attachment A hereto shall apply with respect to residual units.

ARTICLE II **Union Security**

1. All Employees on the active payroll as of July 1, 2007, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

2. All Employees on the active payroll as of July 1, 2007 who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, except those who were required to become members sooner under the expired Agreement who shall become members on the earlier applicable date, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

3. All Employees hired after July 1, 2007, shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

5. Subject to Article XXXI, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be dis

charged if, during such period, the required dues and initiation fee have not been tendered.

6. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE III **Check-Off**

1. Upon receipt of a written authorization from Employee in the form annexed hereto as Exhibit A, or in any other form designated by the Union necessary to accommodate any changes in the 1199 dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deduction shall start no later than the first pay period following the completion of the Employee's first thirty (30) days of employment.

The Employer shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15th) day of the month following the month in which the paycheck was dated from which those dues and initiation fees were deducted.

This remittance shall be accompanied by a list of all Employees on whose behalf dues and initiation fees are being paid. Such list shall include, for each Employee, the following information: Institution, Employee's name, social security number, job classification, amount of dues remitted, amount of initiation fees remitted, hours worked, gross pay, and total pay subject to dues deduction.

2. At the written request of the Union made in accordance with the provisions of this paragraph 2, the Employer shall deduct from the wages due an affected Employee an amount stated by the Union to be unpaid dues and/or initiation fees. Such a written request for unpaid dues shall be made by the Union no more frequently than twice a year on January 1 and/or July 1. The request shall include the name, social security number, amount of dues and/or amount of initiation fees to be deducted from the Employee's wages, and the number of installments by which the total shall be deducted.

With the written request, the Union shall send the Employer a copy of a letter that has been sent to each listed Employee advising them of the Union's dues and initiation fee policies, the amount of dues or initiation fees owed by the members, an explanation of the computation, and the procedure by which such unpaid dues and/or initiation fees shall be deducted by the Employer. The letter

shall advise the Employee to direct any question on this deduction to the Union. The Employer shall provide the Union with the name, title, and telephone number of the person to which requests pursuant to this paragraph shall be submitted.

The Employer shall make the first deduction pursuant to the request no more than thirty (30) days after receipt of the request, and shall remit the deductions on the same schedule as set forth in paragraph 1 above.

The Employer shall provide to the Union a separate list of all Employees on whose behalf payments pursuant to this paragraph 2 are being made. Said list shall include name, social security number, and amount of dues and/or amount of initiation fees remitted.

The limitation of submission of Requests on January 1 and July 1 shall not apply when an Employee is a new hire from whom deduction of dues and/or initiation fees were not initiated timely. In such cases, deduction of dues and/or initiation fees by the Employer shall commence immediately on the Employer receiving written authorization.

The Employer shall not be required to attempt to recover unpaid dues or initiation fees from Employees who have terminated employment and received their last wages prior to the receipt of the request.

3. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

4. **The 1199SEIU Federal Credit Union:** Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's first thirty (30) days of employment, the sum specified in said authorization and remit same to the 1199SEIU Federal Credit Union, or successor credit union, bank or other financial institution ("the Credit Union") to the credit or account of said Employee. If the Employer's payroll system permits, such deductions shall be remitted to the Credit Union on each pay date via ACH or similar electronic funds transfer system, directly to the account of the Credit Union as designated by the Credit Union as to account number and place, for the benefit of each participant, with funds available in "US Funds" on the scheduled payroll date. Such transmittal shall contain for each participant, the name, social security number prefixed with a "0" (making a 10-digit number), description, Institution name, and Institution's Credit Union ID.

If an ACH transfer is not possible under the Employer's payroll

system, the Employer shall wire the funds to the Credit Union on each payday to the account of the Credit Union as designated by the Credit Union as to account number and place, and shall at the same time e-mail to the Credit Union a file containing the same information as listed above, written in a common spreadsheet program or ASCII, together with the total of the funds that have been transmitted.

5. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit C, or in any other form designated by the Union and necessary to accommodate political action deductions, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit the funds to the 1199SEIU Political Action Fund, in the same manner and at the same time as the Employer shall remit dues and initiation fees as described above. This remittance shall be accompanied by a list of all Employees on whose behalf deductions are being submitted. Such list shall include, for each Employee, the following information: Institution, Employee's name, social security number and amount remitted.

6. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

7. The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

8. The Employer agrees to furnish the Union each month within fifteen (15) days after the end of the month a listing in order of social security numbers of the names of all bargaining unit Employees paid at any time in the prior month, their addresses, social security numbers, classifications of work, their date of hire, and if terminated during the month, their date of termination; and names of bargaining unit Employees on leave of absence together

with their beginning dates of leave of absence and type of leave.

9. Upon receipt of a written authorization from an Employee in the form approved by the 1199 Pension Fund Trustees the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit same to the 1199 Pension Fund as the monthly repayment of the Employee's loan obtained from such Fund on or before the fifteenth (15th) day of the month following the month in which the paycheck was dated from which the deduction was made. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, as a result of compliance with this provision.

10. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceeding by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Employer for the 1199SEIU Political Action Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

11. Any list required hereunder that contains in excess of twenty-five (25) names shall be transmitted to the Union or the Credit Union in electronic form in the format agreed to between the League and the Union. The Employer shall provide to the Union and the Credit Union the name, title, e-mail address, and telephone number of one person responsible for each separate dues/initiation fees remittance list to be submitted pursuant to this paragraph who can directly authorize and produce such electronic transmission.

12. The Union may process arbitration claims under this Article III before the Funds Arbitrator designated in Article XXV paragraph 5, and pursuant to the procedures set forth in that section. No other sections of that Article shall apply.

ARTICLE IV **No Discrimination**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, sexual orientation, citizenship status, marital status, disability or age.

2. No Sexual Harassment:

(a) The Employer will instruct its supervisory and managerial staff that sexual harassment will not be permitted or tolerated.

(b) Management and supervisory staff will receive regular periodic updates on sexual harassment policy, standards of acceptable (and unacceptable) behavior and consequences for violations of policy.

3. The Employer after notification to the Union shall be permitted to take all actions legally required to comply with the Americans with Disabilities Act.

ARTICLE V

Union Activity, Visitation and Bulletin Boards

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in Article XXXI Grievance Procedure.

2. A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Employer for this purpose, he/she shall first advise the personnel office or the head of the department or his/her designee in person, as the Employer shall state. A delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer.

3. The Employer shall provide Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. Such Bulletin Board(s) shall be placed conspicuously and at places readily accessible to workers in the course of employment.

4. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings providing Employer operations shall not be impaired.

5. Each October, the Union will provide a listing of its representatives at member institutions, including delegates, to the Employer. In the event the Union changes its representatives at member institutions, the Union promptly shall notify in writing the Employer of such change.

6. Employees elected or appointed as Trustees of the NBF, PF, TUF, JSF, LMI and Child Care Fund shall be released by the Employer without pay to attend scheduled meetings of the Trustees. The Employer will also make its best effort to release

Employees elected or appointed to the Executive Council to attend scheduled meetings thereof. In both cases, the Employees shall be released unless such release will unreasonably interfere with the operation of the unit in which the Employee is employed.

7. As part of cost savings referred to in this Agreement, the parties recognize that the Union's delegates will play a pivotal role in educating the Union membership in understanding the cost savings programs, in helping to prevent fraud and abuse in the Funds, and in understanding the Agreement and collective bargaining process. In this regard, the Delegates will be released for up to five (5) days over the life of this Agreement with pay for intensive training in these areas. The Employers will be reimbursed for the cost of release time (approximately \$200 per day per delegate) by a reduction of their Pension Fund contributions, as agreed to by the President of the League and the President of the Union. Unless otherwise agreed to by the parties, this provision shall expire on September 30, 2011.

ARTICLE VI **Joint Employment Service**

1. The Joint Employment Service ("Service") will be the sole source of referrals for all 1199 bargaining unit jobs for a seven (7) day period. This Service will include referrals of agency and per diem workers. A priority consideration for employment will be given to qualified referrals. In emergency situations or cases where qualified agency or per diem workers are not available, the Employer may hire without going through the Service. Disputes will be subject to review by the Contract Interpretation and Policy Committee, as set forth in Art. XXXIB.

The Service shall maintain a computerized bank of prospective employees from all sources, and shall maintain a validation process by which employees' prior work performance, licensure and certification are verified.

2. Neither the Service in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the Union or any ground prohibited under Article IV (No Discrimination) of this Agreement.

3. (a) The Employer shall notify the Service of all bargaining unit job and training position vacancies*, including temporary and part-time vacancies and positions for which its laid off Employees may be eligible for recall, and shall afford the Service seven (7) days

* Where the Employer has an affiliated school or University program and where students do their practical work at the Employer, the Employer may offer vacant positions to said students at its discretion without referring to the Joint Employment Service, notwithstanding paragraph 7, below.

from the time of notification (exclusive of Saturdays and Sundays) to refer applicants for the vacancy before the Employer hires from any other sources. In referring applicants, after persons on layoff from the Employer have been recalled, the Service shall give preference to persons on layoff from other members of the League, persons with prior experience in the health care industry, and persons living in the community the Employer serves, and must meet the qualifications required by the individual Employer for a particular job vacancy.

(b) Notwithstanding the foregoing, the Employer, after giving notice to the Service, may fill vacancies if it must fill the position without delay to meet an emergency or to safeguard the health, safety and well being of patients, provided that such vacancy may not be filled on a permanent basis.

4. Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Service as it deems qualified, in its sole discretion, and the right to hire applicants from other sources in the event the Service does not refer qualified applicants within seven (7) days, except that the Employer shall not, without giving a reason, reject an applicant (other than an Employee on layoff from the Employer) sent by the Service where the Service sends a minimum of three (3) applicants who have the minimum qualifications for the job and have at least three (3) years recent experience in the same or similar job with a League member.

5. Any applicant hired into a permanent job shall have a Certificate issued by the Service. All applicants referred to the Service by the Employer shall be issued a Certificate.

6. The Employer agrees to notify and utilize the Service in accordance with the procedure set forth above (in this Article VI) for all short-term positions, including temporary positions, agency referrals, and positions for one-fifth (1/5) of the work week or less, once the Service initiates such referral program. In hiring short-term workers for one-fifth (1/5) or less of the work week the Employer may use other sources.

7. The hiring rights and obligations set forth in this Article VI shall not interfere with the mandatory match requirements of Article IXA, Section B (6)(c)(i) (Job Security Fund) .

ARTICLE VII **Probationary Employees**

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence.

2. Where a new Employee being trained for a job spends less than twenty-five percent (25%) of his/her time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.
3. The probationary period for a part-time Employee whose regularly scheduled work week is less than three-fifths (3/5) of the regular work week applicable to his/her job classification shall be four (4) consecutive months.
4. Notwithstanding the foregoing, the probationary period for social workers including part-time social workers, according to custom shall be six (6) months.
5. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VIII
Temporary Employees

1. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project, to replace an Employee on leave or vacation, to fill a vacant position (a position for which the Employer is actively recruiting for which no Employee at the institution has exercised rights under Article IX (Seniority) and after the position has been submitted to the Job Security Fund layoff pool ("JSF pool") operated by the Joint Employment Service), to fill an emergency vacancy of up to five (5) business days or less due to bereavement leave, illness or emergency family care. The said three (3) month period may be extended by the Employer at its option up to an additional three (3) months or for the length of the leave of the Employee being replaced, whichever is greater. Such Employee shall become a member of the Union after the expiration of the initial three (3) month period.
2. Temporary Employees will receive holiday pay in the same manner as regular Employees.
3. After three (3) months, temporary Employees will begin to accrue vacation and sick leave beginning with the first day of the fourth month of employment. If, however, temporary Employees are retained beyond six (6) months in continuous employment, the accrual of vacation and sick leave will be from the first day of employment.
4. Contributions to the 1199SEIU National Benefit Fund for Health and Human Service Employees on behalf of temporary Employees shall commence after three (3) months of employment

and shall cover the payroll periods beginning with the first day of the fourth month.

5. Contributions to the 1199SEIU Health Care Employees Pension Fund, the Hospital League/1199 Training and Upgrading Fund, the League/1199SEIU/Health Care Industry Job Security Fund, and the 1199SEIU/Employer Child Care Fund will not be made on behalf of temporary Employees unless and until they begin permanent employment, in which case such contributions shall commence for the payroll period in which they are made permanent.

6. A temporary Employee who has been employed three (3) months or longer shall be treated as a regular Employee for the purpose of filling vacant or available permanent positions for which the Employee is immediately qualified. A temporary Employee who is retained as a temporary Employee after the initial three (3) month period shall be entitled, when replaced by the returning Employee, to bump an Employee in his/her classification with less bargaining unit seniority, subject, however, to subsection 7(b) of Article IX (Seniority).

7. Prior to hiring temporary Employees to fill temporary positions, the Employer shall:

- (a) Offer the position to Employees with layoff/recall rights;
- (b) Offer the position to individuals in the JSF pool;*
- (c) Offer additional hours to incumbent part-time Employees in the classifications by seniority, provided they commit to covering the entire assignment for the duration of the opening. Said part-timers shall have the right to return to their former positions at the end of the temporary position;
- (d) Utilize the Joint Employment Service;
- (e) Utilize the Joint Employment Service's short-term referral program (Article VI, paragraph 6, above), if established, which shall provide staff for short-term need at competitive rates; or
- (f) Offer overtime to incumbent Employees if practicable.

8. An agency worker may be used to fill a temporary position as defined herein if the Employer is unable to fill the temporary position from the sources listed above.

ARTICLE VIII **Vacancies and Emergency Vacancies**

1. The Employer shall fill vacant positions (positions for which

* Mandatory Match obligation applies only if the temporary position is of three (3) months duration or longer (see Art.IXA(B)(6)(c)(v)). The Employer need only refer a particular temporary job to the Joint Employment Service once.

the Employer is actively recruiting for which no Employee at the institution has exercised rights under Article IX and after the position has been submitted to the JSF pool and the Joint Employment Service) in the following order:

- (a) Offer the extra hours to incumbent part-timers by seniority who will commit to covering the entire assignment for the duration of the opening;
- (b) Offer overtime where practicable;
- (c) Use agency workers under the following conditions:
 - (i) for up to two (2) months. If the period extends for more than two (2) months the agency worker shall become a member of the bargaining unit;
 - (ii) there shall be no extensions of this time period;
 - (iii) use of agency workers shall be permissible for only one two (2) month period for each specific vacancy as defined in 1 above;
 - (iv) if an agency employee is used to temporarily fill a vacant position beyond the aforementioned time period, the Employer shall either place such employee on its payroll or employ another person. The employee will be covered by the collective bargaining agreement effective on the first day after the two (2) month time period expires.

2. In the event of an emergency vacancy of up to five (5) business days or less due to bereavement leave, illness or emergency family care, the Employer shall have the right to use agency employees if the position cannot practicably be filled by a part-time Employee or by use of overtime.

3. At the end of said two (2) month period for filling vacancies, or five (5) days for emergency leave or three (3) months filling a temporary position as set forth in Art. VIII (paragraphs 7 and 8), agency workers shall be removed from agency payroll and placed on the hospital payroll as bargaining unit members. Subject to this paragraph 3, agency workers hired to fill vacancies, vacations, special projects, emergency leaves or temporary positions are not in the bargaining unit.

4. If areas of frequent utilization of agency employees are determined, the Employer and the Union shall undertake training initiatives to fill vacancies by use of in-house staff. Such initiatives shall include jointly notifying the Training and Upgrading Fund to undertake training programs for said shortage areas, including training workers in multi-skills and for particular classifications. The institution agrees to make space available on-site or assist in locating space in the area of the institution.

ARTICLE IX
Seniority

1. Definition.

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the Employer.

(b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a Department.

2. Accrual.

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to twenty-four (24) months, or for the period of maternity leave provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of (i) twelve (12) months (or the period of receipt of JSF benefits if longer than twelve (12) months) or (ii) the length of an Employee's continuous employment, if the Employee is recalled into employment or placed by the JSF; and during a sick leave of up to twenty-four (24) months.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification.

(d) Temporary Employees, as defined in Article VIII, shall have no seniority during the first three (3) months they occupy the status of temporary Employees, but if employed longer than three (3) months or should any temporary Employee become a permanent Employee, then his/her seniority shall be retroactive to the date of employment, except as otherwise provided in Section 4(c) hereof.

(e) Part-time Employees who are regularly scheduled to work three-fifths (3/5) or more of the regular work week applicable to their job classification shall accrue seniority as set forth in (a), (b) and (c) above. Part-time Employees who are regularly scheduled to work less than three-fifths (3/5) of the regular work week applicable to their job classification (except those employed as of June 30, 1974, whose seniority shall be governed by the provisions of the contract expiring June 30, 1974, or such other appropriate expiration date as provided in subsection 2 of Article XLIII) shall accrue seniority in accordance with the following formula:

Length of Service X $\frac{\text{Straight time hours paid}}{\text{Number of hours constituting the regular work week}}$

For purposes of computing vacation entitlement, however, all part-time Employees shall accrue seniority as set forth in (a), (b) and (c) above.

3. **Loss of Seniority.**

An Employee's seniority shall be lost when he/she:

- (a) Terminates voluntarily.
- (b) Is discharged for cause.
- (c) Willfully exceeds an official leave of absence.
- (d) Is laid off for (i) a period of twelve (12) consecutive months (or the period of JSF benefits if longer than twelve (12) months) or (ii) a period exceeding the length of the Employee's continuous service, whichever is less.
- (e) Fails to return to work on a recall from layoff, within a reasonable time after the Employer has sent notice to him/her to return by letter or telegram to the last address furnished to the Employer by the Employee, unless the Employee has a valid reason for inability to respond.

4. **Application.**

- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement and to layoff, recall, displacement, lateral transfers and promotions.
- (b) Classification seniority shall apply for scheduling of vacations as herein provided.
- (c) Employees specifically covered by this Agreement as set forth in the stipulations referred to in Article I, Section 1(a), more than fifty percent (50%) of whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of layoff, be considered to have bargaining unit seniority which may be exercised only within the project or grant to which assigned. Such Employees shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the Employer determines that the Employees retained or recalled have the ability to do the work. Such determination by the Employer shall not be arbitrary. Employees, fifty percent (50%) or more of whose pay is charged to an Employer's budget shall be considered as having seniority on that basis and not under a grant. The layoff, employment security, displacement and recall rights of

Employees whose pay is partially or wholly from an externally funded grant or program who had completed twenty-four (24) months of membership in an 1199 bargaining unit at their Employer as of January 1, 2002, are as set forth in Art. IXA(A)(7). Effective May 1, 2008, the January 1, 2002 date in the preceding sentence shall be January 1, 2005.

5. **Layoff.**

(a) In the event of a layoff within a job classification or group, probationary Employees within that job classification, or group (where applicable) shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their bargaining unit seniority.

(b) A non-probationary Employee shall not be laid off if, at the time of the prospective layoff, temporary or agency employees are being utilized in the Employee's classification or group (where applicable) and the Employee accepts the same assignments and schedule as the temporary/agency employee(s) in lieu of layoff. At the time of layoff, it shall be the Employee's option to accept such assignment or to exercise rights under the layoff and recall provisions of this Article and under Article IXA (Job Security). If the Employee accepts such assignment, the Employee is not laid off and remains an Employee with recall rights commencing from the date the Employee starts such assignment.

The Employer shall use best efforts to consolidate temporary, agency and less than one-fifth work schedules to create regular positions for Employees who would otherwise be laid off.

Upon request, at the time of layoff, the Employer shall provide to the Union an updated schedule of all temporary and agency employees and one-fifth (1/5) or less Employees in the relevant classification(s).

(c) In the event an Employee is scheduled to be laid off in one Department and there exists a vacant position in another Department which the Employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant jobs. This provision is not intended to circumvent paragraph 8 of this Article.

(d) If a part-time Employee has greater full-time equivalent seniority than a full-time Employee in the same classification who is to be laid off, the part-time Employee must be willing to accept full-time employment to continue working.

6. **Recall.**

(a) Whenever a vacancy occurs, Employees who are on layoff in that classification or group (where applicable) shall be recalled in accordance with their bargaining unit seniority. If a vacancy occurs where no Employee in that classification or group (where

applicable) has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work and if not, the next senior Employee will be recalled, and so on.

(b) Probationary Employees who have been laid off have no recall privileges.

(c) A part-time Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

7. (a) It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together. This provision shall be implemented on an Employer-by-Employer basis.

(b) The Employer shall use its best efforts to place permanent Employees designated to be laid off into vacant positions for which they are qualified if they can fully perform the job.

(c) In the event of a layoff of any Employee, there shall occur only one “bump” in the Employer. The only Employee who may be bumped by the Employee originally scheduled to be laid off shall be the Employee with the least bargaining unit seniority who is in the classification or group (where applicable). An Employee who is “bumped” shall himself/herself have no bumping rights. In the event the Employee originally scheduled to be laid off does not wish to exercise his/her right to “bump” the Employee with the least bargaining unit seniority who is in the classification or group (where applicable), such Employee shall be deemed to be laid off.

8. **Promotions.**

(a) Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees for a period of not less than three (3) working days excluding weekends and holidays before the vacancy is filled. Where two (2) or more Employees are under consideration for such vacancy, the Employer shall promote the Employee with the greatest bargaining unit seniority, unless as between or among such Employees there is an appreciable difference in their ability to do the job. Where an emergency exists, the Employer may dispense with the posting requirement. Disputes under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

(b) An Employee who is promoted shall, upon promotion, receive an increase equal to the difference between his/her prior rate and the minimum rate for the job into which he/she is promoted or ten dollars (\$10.00) per week, whichever is greater (pro-rated in the case of part-time Employees).

(c) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job, if vacant, or to another suitable job (vacant or one that will be newly created) on the same shift as the former job without loss of seniority, pay or other benefits applicable to the former job, excepting that if he/she is discharged, his/her rights shall be subject to Article XXIX (Discharge and Penalties) of this Agreement.

(d) A bargaining unit job vacancy shall, as to any Employee under consideration for such vacancy, be deemed a promotion if the difference in minimum rates between the job occupied by the Employee and the job in which a vacancy exists is at least five dollars (\$5.00) per week, or if the vacancy exists within a job classification (for example, a Staff to Senior title, "A" to "B", "I" to "II"). If the new job in which the Employee is placed is considered a pro-motion under the foregoing provisions, he or she shall receive the guaranteed increase as set forth above in paragraph 8(b). If the new job in which the Employee is placed is not considered a promotion under the foregoing, the Employee shall receive either his or her present salary or the minimum rate for the new job, whichever is higher.

9. **Lateral Transfer.**

(a) Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any Employee with a satisfactory work record and with at least one (1) year of service in his/her present job may request, in writing, a transfer to fill such a vacancy provided that the Employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more Employees request such transfer in writing, the Employer shall transfer the Employee with the greatest bargaining unit seniority, unless as among such Employees there is an appreciable difference in their ability to do the job.

(b) An Employee who is laterally transferred shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job, if vacant, or to another suitable job (vacant or one that will be newly created) on the same shift as the former job without loss of seniority, pay or other benefits applicable to the former job, excepting that if he/she is discharged, his/her rights shall be subject to Article XXIX (Discharge and Penalties) of this Agreement. Additionally, during said probationary period an Employee shall be returned to his/her former job upon his/her request, in which event the provisions of the preceding sentence shall apply.

ARTICLE IXA
Employment Security and Job Security Fund

A. Employment Security-Protected Status

1. Effective May 1, 2005, all regular full-time and part-time Employees who as of January 1, 2002 completed twenty-four (24) months of membership in an 1199 bargaining unit at their Employer, shall not be laid off during the term of this Agreement. Effective May 1, 2008, all regular full-time and part-time Employees who as of January 1, 2005 completed twenty-four (24) months of membership in an 1199 bargaining unit at their Employer, shall not be laid-off during the term of this Agreement. Notwithstanding the foregoing, effective January 22, 2007, bargaining unit seniority shall be used to determine the Employment Protection Status of Employees in bargaining units covered by this Agreement on or before January 22, 2007. At the request of the Union, on or about May 1, 2010 the Contract Interpretation and Policy Committee ("CIPC") shall review whether the January 1, 2005 and May 1, 2008 protected status dates shall be advanced. Such review shall not be subject to arbitration. In the event an Employer raises a substantial issue over the number of its protected bargaining unit Employees (e.g., more than 75% of the Employees in a department or area are protected) the issue may be referred to CIPC, but shall not be subject to its arbitration process. This provision shall not apply in the event that an institution is closed. If an externally funded grant or program or an HHC affiliation is discontinued, or if its funding is reduced, the provisions of Section 7 or Section 8 below will apply.

2. Periods of (a) part-time status, (b) paid or unpaid LOA(s), (c) employment in an externally funded grant or program, and/or (d) non-bargaining unit status during an Employee's twenty-four (24) month period of membership in an 1199 bargaining unit at his/her Employer, does not disqualify such Employee from protected status, provided the Employee otherwise qualified under section 1 above, except that an Employee on an unpaid LOA on January 1, 2002 must have returned to work at the end of the LOA and worked for a period of ninety (90) days following such return. Effective May 1, 2008, the January 1, 2002 date in the preceding sentence shall become January 1, 2005.

3. In the event the Employer transfers an Employee covered by the employment guarantee to a lower rated position or reduces his/her hours, the Employee's base weekly salary will not be reduced during the term of this Agreement. As applied to part-time Employees, this salary guarantee means that the Employee's annual actual hours, excluding overtime, shall not be reduced below such hours for the twelve (12) month period ending December 31, 2003

4. nor shall the Employee's current hourly rate, as modified by Article X, sections 1(a) and (b) (Wage Increases) be reduced.

5. In the event that an institution is faced with a severe economic downturn placing that institution in jeopardy of closing and requiring the reduction of its staff, the issue of appropriateness and number of lay-offs will be determined by the CIPC named in Article XXXIB of this Agreement in accordance with all of the procedures set forth therein. In such event, the laid off Employees shall be covered by all of the provisions of the Job Security Fund.

6. The institution shall continue to have the right to train or retrain its Employees, including those covered by paragraph 1 above.

7. During the term of this Agreement, the Employer will not remove or initiate any proceeding to remove, any Employee or classification from a bargaining unit covered by this Agreement as of the execution of this Agreement based upon an application of the NLRB decision in *Oakwood Healthcare Inc.*, 348 NLRB No. 37 (2006) to the current job duties of the Employee or classification.

8. Externally Funded Grants or Programs

(a) Employees who otherwise meet the criteria for protected status whose pay is less than one hundred percent (100%) externally funded by a grant or program have full protected status under this Article IXA(A).

(b) Employees who otherwise meet the criteria for protected status and whose pay is one hundred percent (100%) externally funded by a grant or program, may be laid off with recall rights of up to two (2) years (or the length of JSF eligibility whichever is greater) in the event of a partial or full loss of funding from the grant or program. The savings to the grant or program from such layoffs shall not exceed the loss in external funding.

(i) If there is an available vacant position* outside the grant or program in the Employee's classification or group (where applicable), the Employee must accept that position or be laid off. If there is no such position, the Employee may bump the Employee with the least bargaining unit seniority in the Employee's classification or group (where applicable), excluding Employees working under any other externally funded grants or programs.

(ii) The Employee will maintain his/her salary if placed in the same job classification or group (where applicable). Where the Employee chooses to accept or bumps into a lower job classification his/her salary will be reduced by the difference between the two minimum rates. The Employee will retain his/her seniority and accrued time off benefits.

* The phrase "available vacant position" in the externally funded grants or programs provision includes bargaining unit positions of a merged institution.

(iii)

(c) The notice provision of Article IX (Seniority) (4)(c) shall not apply to Employees hired prior to July 1, 1998. Notice will be provided to those hired or transferred on or after July 1, 1998 in accordance with Article IX(4)(c).

8. HHC Affiliations

(a) When an HHC Affiliation contract is terminated or its funding reduced, HHC Affiliation Employees who otherwise meet the criteria for protected status may be laid off subject to the following rights (including the JSF extension of benefits):

(i) Employee must accept offer of “rollover” if at current salary, or be laid off.

(ii) If (i) does not apply the Employee shall: (a) be eligible for a bargaining unit vacancy at the parent institution, its HHC affiliations or merged institution (Consolidation of Departments and Mergers Art. IXB) in his/her classification or group (where applicable), provided the Employee is qualified and is able to perform the vacant job according to the standards of the new Employer, (b) maintain his/her salary if placed in the same job classification or group (where applicable); where the new job is in a lower classification his/her salary will be reduced by the difference between the two minimum rates (as in Section 6(b)(ii) above), and (c) retain seniority rights, accrued time off benefits and have recall rights at the above institutions for up to two (2) years in the Employee’s classification or group (where applicable).

(b) The savings to the HHC affiliation from such layoffs shall not exceed the loss of funding that precipitated the layoff.

9. Displacement

(a) Order of Displacement for protected Employees:

(i) When a job of a protected Employee is eliminated the Employee subject to displacement is the Employee with the least bargaining unit seniority in that classification on that shift within that Department. This provision applies only when the displaced protected Employee can exercise the choices set forth below. (If a displaced Employee is unprotected, his/her rights are governed by Article IX (Seniority).)

(ii) The displaced protected Employee as defined above has two options:

(1) The right to take a vacant position in his/her classification or group (where applicable) which the Employee is qualified for and can perform.

(2) To bump the least senior Employee in the classification, provided such bumped Employee is qualified for and can perform the vacant position. The bumped Employee must take the vacant position or be laid off.

Nothing herein diminishes the employment pro

tection of a protected Employee, unless he/she refuses a vacant position hereunder.

(b) Incentive for protected Employees displaced into jobs that pay at least fifty dollars (\$50.00) below former weekly rate:

(i) Choice A - one time offer

(1) Super severance package - subject to budget cap/allocation determined by the parties and will be made available to displaced Employees for a limited period of time.

(2) JSF option

(ii) Choice B - arises when offered or after Employee refuses Choice A.

(1) Retraining (Employee retains salary of the job from which he/she was originally displaced - including increases - and his/her protected status):

A. Employer originated training (if provided) which will result in an upgrade from the job into which the Employee was displaced.

B. Retraining opportunity through the TUF (or JSF) in a program developed by the TUF (or JSF) Trustees which will qualify the Employee within twelve (12) months for a job in which employment is available in the industry, that will be a promotional opportunity for the displaced Employee from his/her present job. Examples of such programs include but are not limited to:

1. Tuition Assistance (up to six (6) credits per semester)
2. Discrete training programs
3. Scholarships

Pay will be maintained during the retraining program. If the Employee fails to successfully complete the program in the time allotted, his/her salary guarantee will continue; the Employee will not be retrained for the same position if TUF determines he/she cannot be retrained for that job. If TUF determines the Employee is capable of retraining and there was no "Misconduct" - poor attendance, failure to complete assignments (or other objective criteria determined by TUF) - he/she must then accept retraining to avoid a reduction in pay. If TUF determines there was Misconduct, the Employee's pay will be reduced to the job rate of the Employee's current position. In the event the Employee fails to successfully complete the program a second time, the Employee's pay will be reduced to the job rate of the Employee's current position.

(2) Promotional opportunity from displaced job (however the Employee will not receive a salary increase unless

(3) the new job would be a promotion under Art. IX 8(d) with respect to the job from which the Employee was displaced).

Refusal of (1) or (2) of Choice B if offered results in layoff.

(c) An unprotected Employee whose job is eliminated shall have layoff rights under Article IX.

B. League/1199SEIU/Health Care Industry Job Security Fund

1. The Union and the League agree to continue the 1199 Job Security Fund program in order to place Employees threatened with layoff in vacancies and retrain those who cannot immediately be placed.

2. In the event that a layoff cannot be avoided, this program is intended to assist the institution in retaining trained Employees within the League regardless of the circumstance of any particular League member. All regular full-time Employees who have completed their probationary period and part-time Employees as set forth below shall be eligible for this program. In no case, however, shall an Employee be entitled to supplemental income for a period longer than his/her length of employment.

3. Part-time Employees who have completed their probationary period will be covered by the Job Security Fund in the event of lay-off, provided the following:

(a) A part-time Employee must be eligible to receive unemployment insurance. All part-time Employees eligible to receive unemployment insurance who are laid off are eligible for Job Security funding provided they have served for a minimum of ninety (90) days and have worked a minimum of seven (7) hours per week (35 hour work week) or seven and one-half hours (37-1/2 hour work week). Laid off part-time Employees who satisfy all the conditions set forth at subsection 6(a) of this Article IXA(B) shall be eligible for Job Security payments until the expiration of this Agreement, or for two (2) years, whichever is greater, but not to exceed the period of the Employee's continuous service.

(b) Any part-timer who is laid off and is not eligible to receive Job Security payments will be entitled to participate in the hiring process.

4. (a) The JSF will be financed by an Employer contribution equal to one-quarter percent (.25%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

(b) If the Fund balance reaches a five million dollar (\$5 million) level for League institutions the requirement to pay one-quarter percent (.25%) of gross payroll shall be discontinued and

shall only be re-instituted if the amount falls below five million dollars (\$5 million).*

(c) During the period of this Agreement, if the assets of the JSF fall below one million dollars (\$1 million) an amount equal to one (1) month of PF contributions shall be paid to the JSF and no contribution will be required to be made to the Pension Fund in that month.

(d) The JSF contribution shall be diverted to the TUF as provided in Exhibit E to this Agreement (pp. 110-112).

5. The Job Security Program will be implemented in the following manner:

(a) Institutions which, for economic or other reasons, must retrench Employees in any title represented by the Union agree to provide thirty (30) days notice.

(b) Every affected Employee will be immediately referred to the JSF for evaluation and counseling. Any affected Employee shall have the right to a vacant job in the same classification or group (where applicable) in any League institution.

(c) During the notice period, the institution will make every effort to find comparable employment at the institution.

(d) Once the JSF and the Union have been advised of a layoff at any member institution, and the JSF has so advised other League institutions, no member institution may hire into that title without first allowing the JSF to make the job available to Employees subject to layoff. If there is more than one job available in a classification, an Employee may choose where to be placed. If more than one Employee selects a job, Employees shall be placed in seniority order.

(e) Employees who are placed in another member institution shall retain their recall rights and their seniority for the purposes of benefit entitlement.

(f) During the notice period the Employee will be entitled to attend any interviews scheduled by the Placement Service without loss of pay.

(g) If the Employee is not hired during the notice period, he or she will be referred to the JSF for evaluation and placement in an appropriate training program if applicable.

(h) A laid off Employee who complies with the rules and regulations of the JSF, including participation in training as determined by the JSF Trustees, shall (1) be entitled to receive Supplemental Unemployment Benefit (SUB) payments and benefits, and

* This provision shall be suspended for the duration of this Agreement (July 1, 2007 through September 30, 2011), provided however that in the event the cap is reached, CIPC shall determine whether, and if so where, the 0.25% contribution shall be diverted.

(2) retain industry placement rights as well as recall rights to his/her own institution for the length of time the Employee is eligible for JSF benefits, but not to exceed the period of the Employee's continuous employment. (See paragraph 6(a) below.)

(i) If Employees in the Job Security Fund are required to take an available position on a shift which presents a serious hardship, they may appeal such requirement to the Trustees of the Job Security Fund. An Employee in training through the Job Security Fund, who is required to take a vacant position in the industry, may seek approval to continue training until such training is completed from the Fund Director, with the approval of the Trustees.

(j) In no case will the training program be scheduled to last longer than one (1) year except (i) when the Employee has been admitted to a regular Training and Upgrading Fund Technical or Professional Training and Upgrading Program; or (ii) the JSF Executive Director may approve training for up to two (2) years where she/he determines such training is necessary to make the individual re-employable in an appropriate job.

(k) It is the intent of the Job Security Program to substantially supplement the unemployment income received by a laid off worker who is attending a training program to the maximum extent available from the designated funds as determined under Section 6(a) of this Article.

(l) In the event a major facility, affiliation contract or grant program closes or terminates, the availability and amount of this stipend benefit shall be determined by CIPC.

(m) No Employee facing layoff or actually unemployed will be required to take a job at an institution farther than the greater of (i) one (1) hour (average NYC travel time) from his/her home; or (ii) his/her average commuting time to the job from which he/she was laid off.

(n) If an Employee refuses to take a job within reasonable travel time of his/her home, he/she shall be removed from the industry-wide pool and be precluded from receiving Supplemental Unemployment Benefits, but shall retain full recall rights to his/her own institution.

(o) An Employee hired under this program will serve a thirty (30) day probationary period.

(p) The severance pay of an Employee laid off under this program who is hired by another institution with no break in service will be paid to the hiring institution. If such an Employee is laid off within one (1) year and hired by another institution with no break in service, his/her severance pay will be paid to the hiring institution.

(q) The Union and the League will seek the assistance of the New York State Departments of Labor and Health, the New York City Department of Employment and the US Department of Labor to help fund the education and training and re-training components of the Job Security Program.

(r) Other 1199 Employers may join the program if they agree to the above conditions subject to the approval of the League and the Union.

(s) Anything to the contrary herein notwithstanding, for purposes of the mandatory placement provisions of this Article only, the terms “member institution,” “institution,” “League institutions” or “Employer” shall include, in addition to Employers participating in the program pursuant to collective bargaining agreements with 1199, any other employer which has entered into a subscription agreement with the LMI Fund agreeing to parallel reciprocal placement rights.

6. In order to implement the job security provisions set forth in paragraphs 1 through 5 of this Article, the League and the Union have agreed to the following provisions supplementing paragraphs 1 through 5.

(a) Economic Provisions

Under the Job Security Program, a laid off Employee will be entitled to up to eighty percent (80%) of his/her salary and health coverage for him/herself and his/her family under the NBF under the same conditions that prevail in the present Agreement, as determined by the Contract Interpretation and Policy Committee in accordance with the procedures set forth in Article XXXI(B), provided that the maximum period of time for which any covered Employee may receive JSF payments and benefits shall be until the expiration of the Agreement, or two (2) years, whichever is greater, but not to exceed the period of the Employee’s continuous service, unless he/she fails to pursue JSF referrals, refuses to enroll in JSF recommended training, or turns down appropriate job offers, at which time the Executive Director may terminate benefits. The League and Union hereby direct the Administrator to promulgate appropriate rules to ensure full compliance with JSF regulations.

(i) The amount of the SUB under this Article IXA(B) will be determined in accordance with the following schedules, unless modified by the Trustees of the JSF.

(ii)

(1) Full-Time Employees

<u>Average weekly pay</u>	<u>Weekly Amount of SUB (While NYS Unemployment Ins. payments are being received)</u>	<u>Weekly Amount of SUB (After NYS Unemployment Ins. payments cease)</u>
less than \$600	\$100	\$325
\$600 but less \$750	\$125	\$350
\$750 or more	\$150	\$375

(2) Part-Time Employees

FIRST: Determine the full-time SUB benefit for the Employee's position using the chart in subparagraph (1) above.

SECOND: Multiply the applicable full-time SUB payment by this ratio:

$$\frac{\text{Average weekly pay}}{\text{Full-time minimum weekly rate for Employee's position}}$$

(3) The SUB for a part-time Employee shall not exceed the SUB payable to a full-time Employee laid off from the same position. If the average weekly earnings of a part-time Employee exceed the full-time minimum weekly rate for his/her position, he/she shall receive SUB benefits calculated under sub-paragraph (1) above.

(4) SUB payments shall commence when monies from unemployment insurance, severance and accrued leave benefits (e.g., vacations, holidays, accrued sick leave where provided by past practice, etc.) cease to replace one hundred percent (100%) of the affected Employee's pre-layoff weekly salary on an after-tax (adjusted for FICA) basis.

(5) For the purposes of this paragraph 6(a) only, average weekly pay shall mean the Employee's gross pay averaged over the prior fifty-two (52) weeks or period of his/her employment if less than fifty-two (52) weeks.

(ii) National Benefit Fund Coverage

Coverage under the National Benefit Fund (NBF) will be provided by the JSF for up to the duration of the Agreement or up to two (2) years whichever is longer, pursuant to this paragraph 6(a) of Article IXA(B). JSF payment for NBF coverage will commence when NBF coverage would otherwise cease due to layoff so that there is no break in coverage for the Employee and dependents. The JSF shall pay the NBF at the current Employer contribution percentage based on the individual's aver

age weekly pay at the time he/she was laid off.

(b) Administration of Job Security Fund

(i) The Trustees of the JSF, in addition to the monies received from Employers, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

(ii) The JSF shall set up a completely separate job security program for other employers who agree to contribute to the JSF, provided there is a total and complete legal segregation of funds and entitlement to monetary and other job security benefits to be provided or administered by the JSF.

(iii) The League shall be entitled to designate nine (9) JSF trustees, two (2) of whom will be from Employers who are not members of the League but are in the League Pool of the JSF and one of whom shall be from the Archdiocese. Other employers who are not in the League Pool will have the right to elect up to two (2) trustees with authority limited to dealing with the benefits to be provided to Employees of such other employers. The Union shall be entitled to designate nine (9) trustees to correspond to the nine (9) designated by the League, and two (2) trustees to correspond to the two (2) designated by other employers.

(c) Other Provisions

(i) Job Classification, Minimums, Grouping and Right to Vacant Positions

(1) In accordance with the provisions below, there shall be mandatory hiring if an Employee is in the same classification or group, subject only to probationary period for evaluating performance (see subparagraph (vi), below) and providing on-the-job training as necessary.

The right of an affected Employee to a vacant job in the same classification or group in any League institution under subsection (5)(b) of Article IXA(B) means the right to a vacant job in either the same job classification if it exists at the other League institution, or group where applicable, under subparagraphs (2) or (3) below. Employees shall be accorded the same orientation provided to new hires in that classification. Job classification includes job title and job description which, in turn, includes duties and minimum qualifications and requirements.

An Employee must meet the minimum qualifications and requirements of the vacant job which the new Employer applies to promotions and new hires, except the requirement of a high school diploma or its equivalency for Entry Level Jobs. Entry-Level Jobs means job classifications with full-time minimum weekly rates of pay no greater than five dollars (\$5) above the

lowest full-time minimum weekly rate under this Agreement. Also, Employees shall be accorded the same orientation provided to new hires in that classification.

(2) The following two (2) League-wide job classification groupings shall apply to all Employers for Job Security Fund purposes.

- All entry level non-skilled jobs: Uniform service/maintenance; including but not limited to the following: Housekeeping, waxer and stripper, dietary worker, dietary clerk, potwasher, cook's helper, central supply attendant, soiled laundry handler, laundry worker, mailroom clerk, groundskeeper, presser, washer, painter's helper, carpenter's helper, trades' helper.

- Uniform clerical entry jobs and clerical jobs whose minimum rate is twenty dollars (\$20) or less above the entry level minimum; i.e., clerk, clerk typist, mail room clerk, admitting clerk, receptionist, ward clerk, accounting clerk, etc., except those requiring specialized skills.

The League and the Union agree to meet to prepare appropriate modifications to the above lists.

(3) In addition, an affected Employee shall also have the right to a vacant job which, by past practice, an Employer has previously grouped with the Employee's job classification for such Employer's purposes of layoff and recall, except where such other job classification has since been materially modified in a way that renders the prior grouping inappropriate. These groupings shall be memorialized in writing on a hospital-by-hospital basis by March 31, 2000.

(4) An Employer may not hire into a vacancy in the same job classification or grouped job classification (where applicable) without first allowing the JSF to make the job available to Employees subject to layoff. The Employer shall be deemed to have made the job available to the Employees subject to layoff if after notification from the JSF it affords the JSF seven (7) working days from the time it notifies the JSF of a vacancy to refer applicants before it hires from other sources. With respect to any given job vacancy, there shall be only one seven (7) working day period during which the Employer may not hire from other sources. However, Employees in the same job classification who become subject to layoff shall have the right to such vacant job during the seven (7) working days immediately following the foregoing seven (7) working day period unless the Employer has made a commitment to hire another individual for such vacancy before the Employee is referred to the Employer by the JSF.

The parties shall designate an arbitrator to resolve disputes, on an expedited basis, grieving alleged violations of the “mandatory match” provisions of subsection 6(c) of Article IXA(B). A hearing before the arbitrator shall be held within fifteen (15) calendar days after the Union submits the matter to arbitration, and an award shall be rendered in forty-eight (48) hours.

The Job Security Fund will have full access to all relevant information and cooperation from the Human Resources Departments and 1199 chapter job committees for maximum placement of laid off Employees.

(ii) **Bumping or Transfer to Vacant Position**

An Employee who refuses a vacancy or refuses or fails to exercise his/her bumping rights, shall not be covered by the JSF provisions of this Article IXA(B) provided, however, such coverage shall apply to Employees who fail to bump or accept a vacancy within their bargaining unit* if the minimum rate for the new job is more than seven and one-half percent (7.5%) less than the minimum rate for their current job and to full-time Employees who decline to bump into or to accept a part-time position. This paragraph is without prejudice to and shall not be used in any proceeding interpreting any issues concerning rights and duties under the layoff and recall provisions of this Agreement (e.g. issues such as whether the Employee must accept a vacancy to avoid layoff).

(iii) **30 Day Notice of Layoff**

The thirty (30) day notice of layoff provided in paragraph 5(a) of this Article IXA(B) means that the Employer must meet the following notice requirements before effectuating a layoff pursuant to the Job Security Program.

(1) It shall give thirty (30) days notice to the Union, the JSF and the Employee whose position is being eliminated.

(2) Within seven (7) working days of the notice in paragraph (1), the Employer shall notify the Employee of a suitable vacancy or of his/her bumping rights, if any, and the Employee must exercise his/her right to bump or fill such vacancy within two (2) working days or forfeit such right.

(3) Within one (1) working day of the Employee's notice that he/she has exercised his/her right to bump, the Employer shall notify the Employee who has been bumped that he/she is to be laid off. On the same day, the Employer shall notify the JSF and the Union of the Employee who is bumped.

* Bargaining unit means the bargaining unit set forth in the Employer's individual bargaining units stipulation.

(4) Notices by the Employer to Employees under these provisions shall be perfected if the Employer provides actual notice or sends a telegram or certified letter to the last known address of the Employee provided, however, that Employees who are at work shall be given actual notice if practicable. Notices by the Employer to the Union and the JSF shall be perfected by sending a fax to the JSF and Union.

(5) In no case shall an Employer who gives the notices provided in paragraphs (1) through (3) above be prevented from effecting a layoff because of failure to meet any other notice provision(s) of this Agreement. Any days of delay by the Employer in effecting the notices in paragraphs (2) and (3) shall be added to and shall correspondingly extend the thirty (30) day notice provided in Section (1).

(iv) **Continuation of Training**

A laid off Employee who is offered an appropriate job as defined in paragraph (c)(i) may elect to remain in training until the training program is completed if he/she has:

(1) completed at least one-third (1/3) of the training program, and

(2) has a commitment for a job upon completion of the course, or the training program will qualify the Employee for a market scarce job as determined by the Trustees.

If an Employee is in training and does not meet the above criteria, he/she may seek approval to continue training from the Fund Director, with the approval of the Trustees.

(v) **Temporary Jobs**

The Employer shall refer temporary jobs to the JSF and shall only refer that particular temporary job once. It is understood that the Mandatory Match provisions of this Article only apply to temporary jobs of at least three (3) months duration. It is further understood that:

(1) an Employee who chooses to take a temporary job must commit to work for the entire period,

(2) the Employee shall not be entitled to Job Security Fund rights (including SUB) during the time he/she occupies the temporary job and the time limit on job security rights shall be tolled during that period,

(3) when the temporary job ends the Employee returns back to coverage under the Job Security Fund for the balance of any Job Security Fund rights due under the JSF, and

(4) the Employee shall lose all Job Security Fund rights under this Article IXA(B) if he/she leaves the temporary job before the original commitment ends.

(vi) Discharge During 30 Day Probationary Period

During or at the end of the thirty (30) day probationary period, the Employer may discharge an Employee referred by the JSF and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement except as hereinafter provided. If the Employer asserts that the discharge was for cause other than inability to properly perform the job, the Union may submit within thirty (30) working days a grievance against the League to CIPC which will hear, decide or arbitrate the case in accordance with the CIPC rules and timetable. The sole issue for CIPC or the arbitrator shall be whether the Employee was terminated for cause other than inability to properly perform the job. The only remedy shall be for the Employee to return to the JSF. If the termination was for cause, he/she shall forfeit his/her rights under the Job Security Program. An Employee terminated for inability to perform shall return to the JSF. The thirty (30) day probationary period shall apply to all Employees referred by the JSF during the period they retain industry placement rights.

(vii) Working Days

Working days refers to Monday through Friday, excluding holidays.

(viii) Job Security Fund Notice Provisions*

<u>Notifier</u>	<u>Notiffee</u>	<u>Time Allowed</u>	<u>Substance</u>
(A) JSF	All hospitals	3 working days from receipt of layoff notice from an Employer	All laid off Employees and their job classifications ¹
(B) Hospitals	JSF	1 working day following (A) or availability of vacancy ²	All vacancies in job classification and previously grouped other jobs available to JSF placements
(C) JSF	Layoffees	2 working days following (B)	Make contact; counsel
(D) Layoffees	JSF	2 working days following (C)	Employee must make job selection ³

* The Union and the League may review the notice provisions to see if they are working in conformity with the meaning and intent of this Article IXA(B) and, if they are not, the parties commit to resolve the matter promptly.

¹ Includes job title, essential duties, qualifications and requirements. Notices by the JSF to the Employer shall be perfected by sending a fax to the Employer.

² From time job is available to outside hires (after hospital recalls, transfers, promotions, shift changes, etc.).

Employer shall afford the JSF seven (7) working days from notice in (B) to refer applicants for the vacancy before it hires from the outside.

³ The layoffee may visit the institution(s) at which appropriate jobs are available.

(E) JSF	Specific selected hospital	1 working day from (B)	Notify hospital of available referral; an interview shall be conducted within the following 2 working days
(F) Hospital	JSF	1 working day from completion of (E)	Selection/rejection of referral ¹
(G) JSF	All hospitals	1 working day from (F)	Of Placement of JSF referrals
(H) Specific Hospital	JSF Union	1 working day following event	Termination during probation
(I) JSF	All hospitals	1 working day following (H)	Follow steps in A-G above, unless termination was for cause other than ability to perform

¹ E.g., if the individual does not meet minimum qualifications. Acceptance may be conditioned on passage of a physical.

ARTICLE IXB
CONSOLIDATION OF DEPARTMENTS AND MERGERS

1. When institutions consolidate departments in separate locations which are represented by 1199, the following terms shall apply to Employees of the affected departments:

- (a) Employees transferred from one location to another shall carry their bargaining unit seniority.
- (b) Employees shall be eligible for vacancies and promotional opportunities in the consolidated department(s) based upon their bargaining unit seniority.
- (c) Employees shall carry their protected status from one location to another.
- (d) An Employee who transfers as the result of a department consolidation shall suffer no reduction in base weekly salary. In addition, he/she shall receive contract increases in base weekly rate. Step increases shall be up to the amount(s) which bring the Employee to the pay step for someone of his/her experience at the new location.
- (e) The Employee shall retain all time off accruals (e.g. sick, vacation, personal, holiday).
- (f) Except as provided above, Employees transferred from one location to another shall be bound by the terms and conditions applicable at the new location.
- (g) If there are differences in terms and conditions among the current locations, and a new location is established, the parties shall negotiate which of these terms and conditions apply at the new location.

2. An Employee who would be laid off shall be eligible for placement and/or recall into a bargaining unit vacancy, after internal transfers, promotions and recall rights, if any, at a merged institution. The placement of an Employee subject to layoff shall be for a vacancy in the same classification or group (where applicable) which is part of the bargaining unit at the institution where the vacancy exists. In addition, the Employee must be qualified and able to perform the vacant job according to the standards at the institution where the vacancy exists. An Employee who is placed into a job pursuant to this provision shall carry his/her bargaining unit seniority, time off accruals and recall rights, and will suffer no reduction in base weekly salary. Step increases shall be up to the amount(s) which bring the Employee to the pay step for someone of his/her experience at the new location.

ARTICLE X
Wages and Minimums

1. Wage Increases

(a) Effective December 1, 2007, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her November 30, 2007 base weekly rate.*

(b) Effective December 1, 2008, each Employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her November 30, 2008 base weekly rate.

(c) Effective December 1, 2009, each Employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her November 30, 2009 base weekly rate.

(d) Effective December 1, 2010, each Employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her November 30, 2010 base weekly rate.

2. Minimum Rates of Pay

(a) The full-time minimum weekly rates including step minimum rates for all job classifications shall be increased by the across-the-board increases provided in 1(a) through (d) above.

(b) Each League member shall provide longevity increases to Nursing Attendants, Senior Nursing Attendants and Ward Clerks (or comparable job titles which are used instead of such titles) as follows:

(i) ten (10) or more years of service at the Employer - ten dollars (\$10.00) per week added to the Employee's base weekly rate;

(ii) twenty (20) or more years of service at the Employer - an additional ten dollars (\$10.00) per week added to the Employee's base weekly rate for a total of twenty dollars (\$20.00) after twenty (20) years; and

(iii) in the future all Employees in the foregoing categories shall be entitled to the aforesaid longevity increases upon reaching the appropriate years of service.

(c) The lowest full-time minimum weekly rate shall be:

Effective December 1, 2007 (\$603.54) per week,
Effective December 1, 2008 (\$621.65) per week,
Effective December 1, 2009 (\$640.30) per week,
Effective December 1, 2010 (\$659.51) per week

* This is the three percent (3%) wage increase originally scheduled for July 1, 2007.

(d) Employees hired on and after December 1, 2007 shall receive, during the first year of employment, a base weekly rate which is three percent (3%) less than the minimum weekly rate for his/her job classification. During the probationary period, Employees shall receive twenty dollars (\$20) per week less than the base weekly hiring rate applicable to their classification (increased by the amount of any across-the-board wage increase effected during their first year of employment).*

3. The minimum rates for each individual Employer shall be contained in a stipulation (Stipulation II) between each Employer and the Union to be annexed hereto. Set forth below, are the uniform job titles and uniform minimum rates.

4. Employees when required to work at a higher rated bargaining unit job, shall be paid their rate or the rate for the other job, whichever is higher, after a total of five (5) days work in such higher classification in each contract year.

5. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift and specialty differentials, but shall exclude overtime and on-call pay.

6. For those jobs with experience steps, the Employer shall recognize recent, relevant hospital or nursing home experience in the industry in the same job in determining the applicable step.

7. Social Workers who are required to use their own automobiles in the performance of their duties shall receive not less than the mileage allowance provided to other Employees of the Employer.

8. (a) The Employer shall give the Union thirty (30) days notice in writing of its intention to institute a new job classification or substantially modify an existing job classification (e.g., by combining jobs or restructuring existing jobs, etc.). The Union may request a meeting to discuss the Employer's proposal including the proposed wage rate. If the parties disagree about job content or wage rates, the Employer and Union may invoke a facilitation process (as provided in Article XLII(1)(a)(ii)). If there is disagreement on the proposed wage rate, the Union may submit that issue to third step grievance and arbitration under Articles XXXI and XXXII within sixty (60) days of receiving the Employer's thirty (30) days notice. The Union will use its best efforts to request the meeting within thirty (30) days of said notice. It is expressly understood and agreed, however, that neither the Union nor any Employee may

* If an extension of the probationary period is agreed to by the Union, the Employee shall continue to receive twenty dollars (\$20) per week less than the hiring rate for his or her job classification for the duration of such extension or one (1) month, whichever is less. After one (1) year of employment, no Employee shall receive less than the minimum for his or her job classification.

grieve or arbitrate with respect to the content or description of any such job or job classification. In no event shall these procedures delay implementation of the Employer's proposal.

(b) If it is claimed by the Union that the Employer has instituted a new job classification or substantially modified an existing job classification without providing the notice required above the Union may process a claim for change in the job rate for such classification in accordance with the provisions of Articles XXXI and XXXII of the Agreement provided, however, that it is expressly understood and agreed that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification.

9. Employees shall receive paychecks during their regular work shift on payday.

10. Notwithstanding any other provision of this Agreement, it is understood and agreed that any Employee who, as of June 30, 1974, has been certified by the City of New York as a Clinical Technologist and is working as a Laboratory Technician shall, effective July 1, 1974, be classified as a Laboratory Technologist I and paid at the minimum rate provided in that agreement for such job classification. Except to the extent that the prior practice of a particular institution is to the contrary, there shall be no further automatic advancements from Technician to Technologist other than those set forth in this paragraph.

11. Employees who work thirty-five (35) hours per week and are displaced to a position with longer weekly hours (e.g. 37.5) will receive additional pay at their former hourly rate for the additional hours worked. Employees who are displaced to positions with fewer hours will retain their weekly rate of pay.

ALPHABETICAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES

CLASSIFICATION	DECEMBER 1, 2007		DECEMBER 1, 2008		DECEMBER 1, 2009		DECEMBER 1, 2010	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Cashier-dietary	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Cook's helper	600.13	618.69	618.13	637.25	636.68	656.37	655.78	676.06
Dietary clerk	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Dietary worker	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
First cook	741.57	764.50	763.82	787.44	786.73	811.06	810.33	835.39
Housekeeping worker	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Laundry worker I	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Laundry worker II	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Lead dietary worker	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Lead Housekeeper	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Nursing attendant	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Pot washer	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Presser	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Second cook	684.99	706.18	705.55	727.37	726.71	749.19	748.52	771.67
Senior nursing attendant	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Sewing machine operator	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Soiled laundry handier	576.64	594.47	593.93	612.30	611.75	630.67	630.10	649.59
Third cook/special order cook	647.28	667.30	666.70	687.32	686.70	707.94	707.30	729.18
Ward clerk	579.57	597.49	596.95	615.41	614.85	633.87	633.30	652.89
Washer	606.47	625.23	624.67	643.99	643.41	663.31	662.71	683.21
Waxer stripper	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51

Ambulance attendant.....	591.25	609.54	609.00	627.83	627.26	646.66	646.08	666.06
Ambulance driver.....	600.13	618.69	618.13	637.25	636.68	656.37	655.78	676.06
Ambulance driver/attendant.....	703.89	725.66	725.01	747.43	746.75	769.85	769.16	792.95
Carpenter A	744.66	767.69	767.00	790.72	790.01	814.44	813.70	838.87
Carpenter B	684.99	706.18	705.55	727.37	726.71	749.19	748.52	771.67
Carpenter's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Central supply attendant.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Electrician A.....	766.71	790.42	789.71	814.13	813.39	838.55	837.80	863.71
Electrician B.....	707.00	728.87	728.22	750.74	750.06	773.26	772.57	796.46
Electrician's helper.....	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Engineer - two licenses if required	1106.38	1140.60	1139.58	1174.82	1173.76	1210.06	1208.97	1246.36
Fireman.....	653.56	673.77	673.16	693.98	693.36	714.80	714.15	736.24
Groundskeeper	591.25	609.54	609.00	627.83	627.26	646.66	646.08	666.06
Incinerator Attendant	628.19	647.62	647.04	667.05	666.45	687.06	686.44	707.67
Lead Carpenter.....	791.80	816.29	815.56	840.78	840.02	866.00	865.22	891.98
Lead Electrician	835.84	861.69	860.91	887.54	886.74	914.17	913.35	941.60
Lead Painter	738.38	761.22	760.54	784.06	783.35	807.58	806.86	831.81
Lead Plumber	807.48	832.45	831.70	857.42	856.65	883.14	882.34	909.63
Maintenance mechanic.....	707.00	728.87	728.22	750.74	750.06	773.26	772.57	796.46
Maintenance worker	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Mason-plasterer.....	728.96	751.51	750.84	774.06	773.36	797.28	796.56	821.20
Morgue attendant.....	618.98	638.12	637.54	657.26	656.67	676.98	676.37	697.29

Motor vehicle operator	600.13	618.69	618.13	637.25	636.68	656.37	655.78	676.06
Painter A	678.69	699.68	699.05	720.67	720.02	742.29	741.62	764.56
Painter B	653.56	673.77	673.16	693.98	693.36	714.80	714.15	736.24
Painter's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Plumber A	757.29	780.71	780.01	804.13	803.40	828.25	827.51	853.10
Plumber B	688.16	709.44	708.80	730.72	730.06	752.64	751.96	775.22
Plumber's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Stationery enginr-one license reqrd.....	948.91	978.26	977.38	1007.61	1006.70	1037.84	1036.91	1068.98
Trades helper	588.35	606.55	606.01	624.75	624.19	643.49	642.91	662.79
Accounting clerk	606.47	625.23	624.67	643.99	643.41	663.31	662.71	683.21
Accounts pay/receivable clerk	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Admin/exec/secretary III	703.89	725.66	725.01	747.43	746.75	769.85	769.16	792.95
Admitting clerk	603.24	621.90	621.34	640.56	639.99	659.78	659.18	679.57
Cashier (business office)	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Clerk.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Clerk/typist	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Key punch operator	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Mailroom clerk	576.64	594.47	593.93	612.30	611.75	630.67	630.10	649.59
Medical records/coding clerk	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Payroll clerk	615.85	634.90	634.33	653.95	653.36	673.57	672.97	693.78
Receptionist	582.52	600.54	600.00	618.56	618.01	637.12	636.54	656.23

Registrar	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Secretary I	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Senior secretary/secretary II.....	669.24	689.94	689.32	710.64	710.00	731.96	731.30	753.92
Telephone operator	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Typist/transcriptionist (medical)	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Typist/transcriptionist	615.85	634.90	634.33	653.95	653.36	673.57	672.97	693.78
ADA dietitian								
0-2 Years	879.65	906.86	906.05	934.07	933.23	962.09	961.22	990.95
2-4 Years	900.60	928.45	927.61	956.30	955.44	984.99	984.10	1014.54
4-10 Years	921.55	950.05	949.19	978.55	977.67	1007.91	1007.01	1038.15
10+ Years	942.50	971.65	970.78	1000.80	999.90	1030.82	1029.89	1061.74
Cardiopulmonary technician	738.38	761.22	760.54	784.06	783.35	807.58	806.86	831.81
Certified respiratory therapy tech	825.10	850.62	849.86	876.14	875.35	902.42	901.61	929.49
Dental Assistant.....	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Dental hygienist	694.36	715.83	715.18	737.30	736.64	759.42	758.73	782.20
Dental technician/asstcertified	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Echocardiograph Technologist	905.49	933.49	932.65	961.49	960.62	990.33	989.44	1020.04
EEG technician	684.99	706.18	705.55	727.37	726.71	749.19	748.52	771.67
EKG technician	634.74	654.37	653.78	674.00	673.39	694.22	693.60	715.05
Graduate dietitian	779.28	803.38	802.66	827.48	826.73	852.30	851.53	877.87
Graduate pharmacist	776.06	800.06	799.34	824.06	823.32	848.78	848.01	874.24

Hemodialysis technician	694.36	715.83	715.18	737.30	736.64	759.42	758.73	782.20
Histology technician II.....	741.57	764.50	763.82	787.44	786.73	811.06	810.33	835.39
Histology technician I.....	710.09	732.05	731.39	754.01	753.33	776.63	775.93	799.93
Infant care technician.....	615.85	634.90	634.33	653.95	653.36	673.57	672.97	693.78
Laboratory technician I								
0-2 Years	740.03	762.92	762.24	785.81	785.10	809.38	808.65	833.66
2-5 Years	751.20	774.43	773.73	797.66	796.94	821.59	820.85	846.24
5-10 Years	765.17	788.84	788.13	812.51	811.78	836.89	836.14	862.00
10-15 Years	786.11	810.42	809.69	834.73	833.98	859.77	858.99	885.56
15 + Years	807.05	832.01	831.26	856.97	856.20	882.68	881.89	909.16
Laboratory technician II								
0-2 Years	772.12	796.00	795.28	819.88	819.15	844.48	843.72	869.81
2-5 Years	783.33	807.56	806.84	831.79	831.04	856.74	855.97	882.44
5 -10 Years	797.29	821.95	821.21	846.61	845.85	872.01	871.22	898.17
10-15 Years	818.22	843.53	842.77	868.84	868.06	894.91	894.11	921.76
15 + Years	839.15	865.10	864.32	891.05	890.25	917.78	916.95	945.31
Laboratory technician Merged								
0-2 Years	740.03	762.92	762.24	785.81	785.10	809.38	808.65	833.66
2-5 Years	751.20	774.43	773.73	797.66	796.94	821.59	820.85	846.24
5 -10 Years	765.17	788.84	788.13	812.51	811.78	836.89	836.14	862.00
10-15 Years	786.11	810.42	809.69	834.73	833.98	859.77	858.99	885.56
15 + Years	807.05	832.01	831.26	856.97	856.20	882.68	881.89	909.16

Laboratory technologist I								
0-2 Years	809.85	834.90	834.15	859.95	859.18	885.75	884.95	912.32
2-5 Years	821.02	846.41	845.65	871.80	871.01	897.95	897.14	924.89
5 -10 Years	834.98	860.80	860.02	886.62	885.82	913.22	912.40	940.62
10-15 Years	855.93	882.40	881.60	908.87	908.06	936.14	935.29	964.22
15 + Years	876.86	903.98	903.17	931.10	930.26	959.03	958.17	987.80
Laboratory technologist II								
0-2 Years	869.89	896.79	895.98	923.69	922.86	951.40	950.54	979.94
2-5 Years	881.08	908.33	907.51	935.58	934.74	963.65	962.78	992.56
5-10 Years	895.01	922.69	921.86	950.37	949.51	978.88	978.00	1008.25
10-15 Years	915.97	944.30	943.45	972.63	971.76	1001.81	1000.90	1031.86
15 + Years	936.91	965.89	965.02	994.87	993.98	1024.72	1023.80	1055.46
Laboratory technologist Merged								
0-2 Years	809.85	834.90	834.15	859.95	859.18	885.75	884.95	912.32
2-5 Years	821.02	846.41	845.65	871.80	871.01	897.95	897.14	924.89
5 -10 Years	834.98	860.80	860.02	886.62	885.82	913.22	912.40	940.62
10-15 Years	855.93	882.40	881.60	908.87	908.06	936.14	935.29	964.22
15 + Years	876.86	903.98	903.17	931.10	930.26	959.03	958.17	987.80
Laboratory trainee.....	622.16	641.40	640.82	660.64	660.05	680.46	679.84	700.87
Lead technician - X-ray.....	1002.32	1033.32	1032.39	1064.32	1063.36	1096.25	1095.27	1129.14

Licensed practical nurse 1,2,3,4.....								
LPN 0 -3 Years	804.80	829.69	828.94	854.58	853.81	880.22	879.43	906.63
LPN 3 - 6 years.....	815.08	840.29	839.54	865.50	864.73	891.47	890.66	918.21
LPN 6 -10 years.....	829.35	855.00	854.23	880.65	879.86	907.07	906.25	934.28
LPN 10 - 15 Years	845.67	871.82	871.03	897.97	897.16	924.91	924.08	952.66
LPN 15 - 20 years.....	852.80	879.18	878.39	905.56	904.75	932.73	931.89	960.71
LPN 20 + years.....	866.05	892.83	892.02	919.61	918.78	947.20	946.35	975.62
Operating room technician	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Practical dietitian.....	666.10	686.70	686.08	707.30	706.66	728.52	727.87	750.38
Radiotherapy technician								
0-2 years.....	798.09	822.77	822.03	847.45	846.68	872.87	872.09	899.06
3+years	864.08	890.80	889.99	917.52	916.70	945.05	944.20	973.40
Reg Nuclr Med Technologist								
0-2 years.....	798.09	822.77	822.03	847.45	846.68	872.87	872.09	899.06
2-4 years.....	864.08	890.80	889.99	917.52	916.70	945.05	944.20	973.40
5 + years.....	904.93	932.92	932.08	960.91	960.05	989.74	988.85	1019.43
Registered pharmacist *								
Reg Pharm 0-2 Years	1521.30	1568.35	1566.94	1615.40	1613.94	1663.86	1662.37	1713.78
Reg Pharm 3-5 Years	1578.52	1627.34	1625.88	1676.16	1674.65	1726.44	1724.88	1778.23
Reg Pharm 6-9 Years	1624.25	1674.48	1672.97	1724.71	1723.16	1776.45	1774.85	1829.74
Reg Pharm 10+ Years	1715.77	1768.84	1767.25	1821.91	1820.27	1876.57	1874.88	1932.87
Registered Respiratory Therapist.....	937.60	966.60	965.73	995.60	994.71	1025.47	1024.54	1056.23

Registry Elig Nuclr Med Techng	757.30	780.72	780.02	804.14	803.41	828.26	827.52	853.11
Registry Elig Resp Therapist	900.12	927.96	927.13	955.80	954.94	984.47	983.58	1014.00
Respiratory therapy technician	750.06	773.26	772.57	796.46	795.74	820.35	819.61	844.96
Respiratory therapy trainee	591.25	609.54	609.00	627.83	627.26	646.66	646.08	666.06
Special Procedure Technician	952.07	981.52	980.64	1010.97	1010.06	1041.30	1040.36	1072.54
Ultra Sound Technologist – reg'd	937.60	966.60	965.73	995.60	994.71	1025.47	1024.54	1056.23
Ultra Sound Technologist	905.49	933.49	932.65	961.49	960.62	990.33	989.44	1020.04
X-ray technician								
0-2 Years	893.61	921.25	920.42	948.89	948.04	977.36	976.48	1006.68
2-5 Years	928.53	957.25	956.39	985.97	985.08	1015.55	1014.64	1046.02
5-10 Years	970.42	1000.43	999.53	1030.44	1029.51	1061.35	1060.39	1093.19
10+ Years	998.35	1029.23	1028.31	1060.11	1059.15	1091.91	1090.93	1124.67
Social Work Assistant								
0-2 years experience	746.95	770.05	769.36	793.15	792.43	816.94	816.21	841.45
1-2 years experience	777.82	801.88	801.16	825.94	825.20	850.72	849.95	876.24
2-3 years experience	808.74	833.75	833.00	858.76	857.98	884.52	883.73	911.06
3-4 years experience	839.62	865.59	864.81	891.56	890.76	918.31	917.48	945.86
MSW social worker								
0-1 year experience	911.57	939.76	938.91	967.95	967.08	996.99	996.09	1026.90
1-2 years experience	942.48	971.63	970.76	1000.78	999.88	1030.80	1029.87	1061.72
2-3 years experience	973.38	1003.48	1002.57	1033.58	1032.65	1064.59	1063.63	1096.53
3-4 years experience	1004.29	1035.35	1034.42	1066.41	1065.45	1098.40	1097.41	1131.35

4-5 years experience	1035.22	1067.24	1066.28	1099.26	1098.27	1132.24	1131.22	1166.21
5-6 years experience	1066.11	1099.08	1098.09	1132.05	1131.03	1166.01	1164.96	1200.99
6-7 years experience	1097.04	1130.97	1129.95	1164.90	1163.85	1199.85	1198.77	1235.85
7-8 years experience	1127.93	1162.81	1161.76	1197.69	1196.61	1233.62	1232.51	1270.63
8-9 years experience and over	1158.82	1194.66	1193.59	1230.50	1229.40	1267.42	1266.28	1305.44
Senior social Worker.....								
0-1 year experience	1135.30	1170.41	1169.35	1205.52	1204.44	1241.69	1240.57	1278.94
1-2 years experience	1166.23	1202.30	1201.22	1238.37	1237.25	1275.52	1274.38	1313.79
2-3 years experience	1197.11	1234.13	1233.02	1271.15	1270.00	1309.28	1308.10	1348.56
3-4 years experience	1228.00	1265.98	1264.84	1303.96	1302.79	1343.08	1341.87	1383.37

* Effective on ratification of this Agreement, all 35 hour pharmacists will be required to work 37.5 hours a week as long as there is at least a 7.14% increase over their current annual salary, except those Employees who were hired in the last 6 months above the rates listed above, will be appropriately slotted into the new rates. In the event that a 37.5 hour Employee's annual salary is higher than the proposed schedule, he/she will continue to receive his/her current rate.

UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE								
CLASSIFICATION	DECEMBER 1, 2007		DECEMBER 1, 2008		DECEMBER 1, 2009		DECEMBER 1, 2010	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Dietary clerk.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Dietary worker.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Housekeeping worker.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Laundry worker I.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Nursing attendant.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Pot washer.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Central supply attendant.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Clerk.....	575.27	593.06	592.52	610.85	610.30	629.18	628.62	648.06
Soiled laundry handier.....	576.64	594.47	593.93	612.30	611.75	630.67	630.10	649.59
Mailroom clerk.....	576.64	594.47	593.93	612.30	611.75	630.67	630.10	649.59
Ward clerk.....	579.57	597.49	596.95	615.41	614.85	633.87	633.30	652.89
Receptionist.....	582.52	600.54	600.00	618.56	618.01	637.12	636.54	656.23
Cashier-dietary.....	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Laundry worker II.....	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Presser.....	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Sewing machine operator.....	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Waxer stripper.....	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Clerk/typist.....	585.43	603.54	603.00	621.65	621.09	640.30	639.72	659.51
Trades helper.....	588.35	606.55	606.01	624.75	624.19	643.49	642.91	662.79
Ambulance attendant.....	591.25	609.54	609.00	627.83	627.26	646.66	646.08	666.06
Groundskeeper.....	591.25	609.54	609.00	627.83	627.26	646.66	646.08	666.06
Respiratory therapy trainee.....	591.25	609.54	609.00	627.83	627.26	646.66	646.08	666.06

Lead dietary worker	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Lead Housekeeper	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Senior nursing attendant	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Key punch operator	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Medical records/coding clerk	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Registrar	594.21	612.59	612.04	630.97	630.40	649.90	649.32	669.40
Cook's helper	600.13	618.69	618.13	637.25	636.68	656.37	655.78	676.06
Ambulance driver	600.13	618.69	618.13	637.25	636.68	656.37	655.78	676.06
Motor vehicle operator	600.13	618.69	618.13	637.25	636.68	656.37	655.78	676.06
Admitting clerk	603.24	621.90	621.34	640.56	639.99	659.78	659.18	679.57
Washer	606.47	625.23	624.67	643.99	643.41	663.31	662.71	683.21
Accounting clerk	606.47	625.23	624.67	643.99	643.41	663.31	662.71	683.21
Accounts pay/receivable clerk	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Cashier (business office)	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Telephone operator	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Dental Assistant	609.59	628.44	627.87	647.29	646.71	666.71	666.11	686.71
Carpenter's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Electrician's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Painter's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Plumber's helper	612.71	631.66	631.09	650.61	650.03	670.13	669.52	690.23
Payroll clerk	615.85	634.90	634.33	653.95	653.36	673.57	672.97	693.78
Typist/transcriptionist	615.85	634.90	634.33	653.95	653.36	673.57	672.97	693.78
Infant care technician	615.85	634.90	634.33	653.95	653.36	673.57	672.97	693.78
Morgue attendant	618.98	638.12	637.54	657.26	656.67	676.98	676.37	697.29
Laboratory trainee	622.16	641.40	640.82	660.64	660.05	680.46	679.84	700.87
Maintenance worker	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Secretary I	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Typist/transcriptionist (medical)	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41

Dental technician/asst certified.....	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Operating room technician	625.29	644.63	644.05	663.97	663.37	683.89	683.28	704.41
Incinerator Attendant	628.19	647.62	647.04	667.05	666.45	687.06	686.44	707.67
EKG technician	634.74	654.37	653.78	674.00	673.39	694.22	693.60	715.05
Third cook/special order cook.....	647.28	667.30	666.70	687.32	686.70	707.94	707.30	729.18
Fireman.....	653.56	673.77	673.16	693.98	693.36	714.80	714.15	736.24
Painter B	653.56	673.77	673.16	693.98	693.36	714.80	714.15	736.24
Practical dietitian.....	666.10	686.70	686.08	707.30	706.66	728.52	727.87	750.38
Senior secretary/secretary II.....	669.24	689.94	689.32	710.64	710.00	731.96	731.30	753.92
Painter A	678.69	699.68	699.05	720.67	720.02	742.29	741.62	764.56
Second cook	684.99	706.18	705.55	727.37	726.71	749.19	748.52	771.67
Carpenter B	684.99	706.18	705.55	727.37	726.71	749.19	748.52	771.67
EEG technician	684.99	706.18	705.55	727.37	726.71	749.19	748.52	771.67
Plumber B	688.16	709.44	708.80	730.72	730.06	752.64	751.96	775.22
Dental hygienist	694.36	715.83	715.18	737.30	736.64	759.42	758.73	782.20
Hemodialysis technician	694.36	715.83	715.18	737.30	736.64	759.42	758.73	782.20

Ambulance driver/attendant.....	703.89	725.66	725.01	747.43	746.75	769.85	769.16	792.95
Admin/exec/secretary III.....	703.89	725.66	725.01	747.43	746.75	769.85	769.16	792.95
Electrician B.....	707.00	728.87	728.22	750.74	750.06	773.26	772.57	796.46
Maintenance mechanic.....	707.00	728.87	728.22	750.74	750.06	773.26	772.57	796.46
Histology technician I.....	710.09	732.05	731.39	754.01	753.33	776.63	775.93	799.93
Mason-plasterer.....	728.96	751.51	750.84	774.06	773.36	797.28	796.56	821.20
Lead Painter	738.38	761.22	760.54	784.06	783.35	807.58	806.86	831.81
Cardiopulmonary technician	738.38	761.22	760.54	784.06	783.35	807.58	806.86	831.81
Laboratory technician I - 0-2 Yrs	740.03	762.92	762.24	785.81	785.10	809.38	808.65	833.66
Lab. technician Merged - 0-2 Yrs	740.03	762.92	762.24	785.81	785.10	809.38	808.65	833.66
First cook	741.57	764.50	763.82	787.44	786.73	811.06	810.33	835.39
Histology technician II.....	741.57	764.50	763.82	787.44	786.73	811.06	810.33	835.39
Carpenter A	744.66	767.69	767.00	790.72	790.01	814.44	813.70	838.87
Social Work Assistant - 0-2 years experience	746.95	770.05	769.36	793.15	792.43	816.94	816.21	841.45
Respiratory therapy technician	750.06	773.26	772.57	796.46	795.74	820.35	819.61	844.96
Laboratory technician I - 2-5 Yrs	751.20	774.43	773.73	797.66	796.94	821.59	820.85	846.24
Lab. technician Merged - 2-5 Yrs	751.20	774.43	773.73	797.66	796.94	821.59	820.85	846.24
Plumber A.....	757.29	780.71	780.01	804.13	803.40	828.25	827.51	853.10
Registry Elig Nuclr Med Techng.....	757.30	780.72	780.02	804.14	803.41	828.26	827.52	853.11
Laboratory technician I - 5-10 Yrs	765.17	788.84	788.13	812.51	811.78	836.89	836.14	862.00
Lab. technician Merged - 5 -10 Ys.....	765.17	788.84	788.13	812.51	811.78	836.89	836.14	862.00
Electrician A.....	766.71	790.42	789.71	814.13	813.39	838.55	837.80	863.71

Laboratory technician I - 0-2 Yrs	772.12	796.00	795.28	819.88	819.15	844.48	843.72	869.81
Graduate pharmacist	776.06	800.06	799.34	824.06	823.32	848.78	848.01	874.24
Social Work Assistant - 1-2 years experience	777.82	801.88	801.16	825.94	825.20	850.72	849.95	876.24
Graduate dietitian	779.28	803.38	802.66	827.48	826.73	852.30	851.53	877.87
Laboratory technician I - 2-5 Yrs	783.33	807.56	806.84	831.79	831.04	856.74	855.97	882.44
Laboratory technician I - 10-15 Yrs	786.11	810.42	809.69	834.73	833.98	859.77	858.99	885.56
Lab. technician Merged - 10-15 Yrs	786.11	810.42	809.69	834.73	833.98	859.77	858.99	885.56
Lead Carpenter	791.80	816.29	815.56	840.78	840.02	866.00	865.22	891.98
Laboratory technician I - 5 -10 Yrs	797.29	821.95	821.21	846.61	845.85	872.01	871.22	898.17
Radiotherapy technician - 0-2 years....	798.09	822.77	822.03	847.45	846.68	872.87	872.09	899.06
Reg Nuclr Med Technologist - 0-2 yrs .	798.09	822.77	822.03	847.45	846.68	872.87	872.09	899.06
Licensed practical nurse - 0 -3 Years .	804.80	829.69	828.94	854.58	853.81	880.22	879.43	906.63
Laboratory technician I - 15 + Yrs	807.05	832.01	831.26	856.97	856.20	882.68	881.89	909.16
Lab. technician Merged - 15 + Yrs	807.05	832.01	831.26	856.97	856.20	882.68	881.89	909.16
Lead Plumber	807.48	832.45	831.70	857.42	856.65	883.14	882.34	909.63
Social Work Assistant - 2-3 years experience	808.74	833.75	833.00	858.76	857.98	884.52	883.73	911.06
Laboratory technologist I - 0-2 Yrs	809.85	834.90	834.15	859.95	859.18	885.75	884.95	912.32
Lab. technologist Merged - 0-2 Yrs	809.85	834.90	834.15	859.95	859.18	885.75	884.95	912.32
Licensed practical nurse - 3 - 6 Yrs	815.08	840.29	839.54	865.50	864.73	891.47	890.66	918.21
Laboratory technician I - 10-15 Yrs	818.22	843.53	842.77	868.84	868.06	894.91	894.11	921.76
Laboratory technologist I - 2-5 Yrs	821.02	846.41	845.65	871.80	871.01	897.95	897.14	924.89
Lab. technologist Merged - 2-5 Yrs	821.02	846.41	845.65	871.80	871.01	897.95	897.14	924.89

Certified respiratory therapy tech	825.10	850.62	849.86	876.14	875.35	902.42	901.61	929.49
Licensed practical nurse - 6 -10 Yrs ...	829.35	855.00	854.23	880.65	879.86	907.07	906.25	934.28
Laboratory technologist I - 5 -10 Yrs ...	834.98	860.80	860.02	886.62	885.82	913.22	912.40	940.62
Lab. technologist Merged - 5 -10 Yrs ..	834.98	860.80	860.02	886.62	885.82	913.22	912.40	940.62
Lead Electrician	835.84	861.69	860.91	887.54	886.74	914.17	913.35	941.60
Laboratory technician I - 15 + Yrs	839.15	865.10	864.32	891.05	890.25	917.78	916.95	945.31
Social Work Assistant - 3-4 years experience	839.62	865.59	864.81	891.56	890.76	918.31	917.48	945.86
Licensed practical nurse - 10 - 15 Yrs .	845.67	871.82	871.03	897.97	897.16	924.91	924.08	952.66
Licensed practical nurse - 15 - 20 Yrs .	852.80	879.18	878.39	905.56	904.75	932.73	931.89	960.71
Laboratory technologist I - 10-15 Yrs ..	855.93	882.40	881.60	908.87	908.06	936.14	935.29	964.22
Lab. technologist Merged - 10-15 Yrs .	855.93	882.40	881.60	908.87	908.06	936.14	935.29	964.22
Radiotherapy technician - 3+years	864.08	890.80	889.99	917.52	916.70	945.05	944.20	973.40
Reg Nuclr Med Technologist - 2-4 yrs .	864.08	890.80	889.99	917.52	916.70	945.05	944.20	973.40
Licensed practical nurse - 20 + Yrs	866.05	892.83	892.02	919.61	918.78	947.20	946.35	975.62
Laboratory technologist II - 0-2 Yrs	869.89	896.79	895.98	923.69	922.86	951.40	950.54	979.94
Laboratory technologist I - 15 + Yrs	876.86	903.98	903.17	931.10	930.26	959.03	958.17	987.80
Lab. technologist Merged - 15 + Yrs ...	876.86	903.98	903.17	931.10	930.26	959.03	958.17	987.80
ADA dietitian - 0-2 Years	879.65	906.86	906.05	934.07	933.23	962.09	961.22	990.95
Laboratory technologist II - 2-5 Yrs	881.08	908.33	907.51	935.58	934.74	963.65	962.78	992.56
X-ray technician - 0-2 Years	893.61	921.25	920.42	948.89	948.04	977.36	976.48	1006.68
Laboratory technologist II - 5-10 Yrs ...	895.01	922.69	921.86	950.37	949.51	978.88	978.00	1008.25
Registry Elig Resp Therapist	900.12	927.96	927.13	955.80	954.94	984.47	983.58	1014.00

ADA dietician - 2-4 Years	900.60	928.45	927.61	956.30	955.44	984.99	984.10	1014.54
Reg Nuclr Med Technologist - 5 + yrs.	904.93	932.92	932.08	960.91	960.05	989.74	988.85	1019.43
Echocardiograph Technologist.....	905.49	933.49	932.65	961.49	960.62	990.33	989.44	1020.04
Ultra Sound Technologist	905.49	933.49	932.65	961.49	960.62	990.33	989.44	1020.04
MSW social worker - 0-1 year experience	911.57	939.76	938.91	967.95	967.08	996.99	996.09	1026.90
Laboratory technologist II - 10-15 Yrs .	915.97	944.30	943.45	972.63	971.76	1001.81	1000.90	1031.86
ADA dietician - 4-10 Years	921.55	950.05	949.19	978.55	977.67	1007.91	1007.01	1038.15
X-ray technician - 2-5 Years	928.53	957.25	956.39	985.97	985.08	1015.55	1014.64	1046.02
Laboratory technologist II - 15 + Yrs ...	936.91	965.89	965.02	994.87	993.98	1024.72	1023.80	1055.46
Registered Respiratory Therapist.....	937.60	966.60	965.73	995.60	994.71	1025.47	1024.54	1056.23
Ultra Sound Technologist – reg'd	937.60	966.60	965.73	995.60	994.71	1025.47	1024.54	1056.23
MSW social worker - 1-2 years experience	942.48	971.63	970.76	1000.78	999.88	1030.80	1029.87	1061.72
ADA dietician - 10+ Years	942.50	971.65	970.78	1000.80	999.90	1030.82	1029.89	1061.74
Stationery enginr-one license reqrd.....	948.91	978.26	977.38	1007.61	1006.70	1037.84	1036.91	1068.98
Special Procedure Technician.....	952.07	981.52	980.64	1010.97	1010.06	1041.30	1040.36	1072.54
X-ray technician - 5-10 Years	970.42	1000.43	999.53	1030.44	1029.51	1061.35	1060.39	1093.19
MSW social worker - 2-3 years experience	973.38	1003.48	1002.57	1033.58	1032.65	1064.59	1063.63	1096.53
X-ray technician - 10+ Years	998.35	1029.23	1028.31	1060.11	1059.15	1091.91	1090.93	1124.67
Lead technician - X-ray.....	1002.32	1033.32	1032.39	1064.32	1063.36	1096.25	1095.27	1129.14
MSW social worker - 3-4 years experience	1004.29	1035.35	1034.42	1066.41	1065.45	1098.40	1097.41	1131.35
MSW social worker - 4-5 years experience	1035.22	1067.24	1066.28	1099.26	1098.27	1132.24	1131.22	1166.21
MSW social worker - 5-6 years experience	1066.11	1099.08	1098.09	1132.05	1131.03	1166.01	1164.96	1200.99

MSW social worker - 6-7 years experience	1097.04	1130.97	1129.95	1164.90	1163.85	1199.85	1198.77	1235.85
Engineer - two licenses if required	1106.38	1140.60	1139.58	1174.82	1173.76	1210.06	1208.97	1246.36
MSW social worker - 7-8 years experience	1127.93	1162.81	1161.76	1197.69	1196.61	1233.62	1232.51	1270.63
Senior social Worker -1 year experience	1135.30	1170.41	1169.35	1205.52	1204.44	1241.69	1240.57	1278.94
MSW social worker - 8-9 years experience and over	1158.82	1194.66	1193.59	1230.50	1229.40	1267.42	1266.28	1305.44
Senior social Worker -1-2 years experience	1166.23	1202.30	1201.22	1238.37	1237.25	1275.52	1274.38	1313.79
Senior social Worker -2-3 years experience	1197.11	1234.13	1233.02	1271.15	1270.00	1309.28	1308.10	1348.56
Senior social Worker -3-4 years experience	1228.00	1265.98	1264.84	1303.96	1302.79	1343.08	1341.87	1383.37
Registered pharmacist - 0-2 Years*	1521.30	1568.35	1566.94	1615.40	1613.94	1663.86	1662.37	1713.78
Registered pharmacist - 3-5 Years*	1578.52	1627.34	1625.88	1676.16	1674.65	1726.44	1724.88	1778.23
Registered pharmacist - 6-9 Years*	1624.25	1674.48	1672.97	1724.71	1723.16	1776.45	1774.85	1829.74
Registered pharmacist - 10+ Years* ...	1715.77	1768.84	1767.25	1821.91	1820.27	1876.57	1874.88	1932.87

* Effective on ratification of this Agreement, all 35 hour pharmacists will be required to work 37.5 hours a week as long as there is at least a 7.14% increase over their current annual salary, except those Employees who were hired in the last 6 months above the rates listed above, will be appropriately slotted into the new rates. In the event that a 37.5 hour Employee's annual salary is higher than the proposed schedule, he/she will continue to receive his/her current rate.

ARTICLE XI
Hours

1. The regular work week for all full-time Employees shall consist of the number of hours per week regularly worked by such Employees as of June 30, 1982. The regular work week for part-time Employees shall not exceed five (5) days. Such hours, not to exceed thirty-seven and one-half (37.5) per week, shall be specified in a stipulation (Stipulation II) between the Union and each Employer, to be annexed hereto. Employees shall receive two (2) days off in each full calendar week except in the event of overtime. The work week shall commence on Sunday and end on Saturday.

2. The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five (5), exclusive of an unpaid lunch period, except for those Employees who received a paid lunch period as of June 30, 1982.

3. **Part-timers:**

(a) The parties agree that it is a desirable objective to have full-time jobs in this industry.

(b) The Employer will not split a full-time position in which there is an incumbent into part-time jobs.

(c) Conversion of Part-Timers to Full-Time Workers:

All part-time Employees who have worked for an average of the regular full-time work week for that classification for any consecutive four (4) months shall become full-time Employees. All hours worked on special projects, filling in for Employees on leave of absence, vacations, and emergencies, shall not be counted towards meeting the aforementioned requirement, except if an Employee is specifically hired for permanent vacation relief and/or permanent leaves of absence relief. In each instance where the Employer claims that a part-time Employee worked on a special project or filled in for an Employee on leave of absence, vacation or in an emergency, the Employer upon request of the Union, shall within sixty (60) days identify the Employee whom he/she filled in for and the length of the leave of absence, vacation or in the case of a special project or emergency circumstance, the nature of the project or emergency and the duration of such additional temporary service.

(d) Right To Extra Hours:

Whenever practicable, pre-scheduled hours and available regular hours shall be offered to part-time Employees based upon classification seniority.

(e) A local institution-based Labor/Management Committee may undertake an analysis of why part-time employment exists

and measures which can be instituted to create more full-time employment. All relevant information regarding part-timers will be provided to the Union and to the local Labor/Management Committee.

4. Employees required by the Employer to be on-call off Employer premises shall receive, during such time, a rate of pay equal to three-fourths (3/4) of their regular base pay. Employees on-call called to work at other than during their normal work hours shall receive time and one-half for all such hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work. There shall be no pyramiding of pay under this provision.

5. Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the Employer to each Employee. Employees who are required to work overtime shall be entitled to an additional fifteen (15) minute rest period for each full half shift worked.

6. Employees shall be afforded a reasonable time during which to cash pay checks.

7. Where the Employer requires periodic medical examinations of its Employees, such examinations shall be performed during an Employee's scheduled work shift.

8. **Monitoring and Dispute Resolution re: Full-Time Status:**

The Employer shall submit part-timer status reports in a Lotus format, or other agreed upon format, to the Union every four (4) months. Reports shall be by department and include name, social security number, date of hire, salary, straight time and overtime hours worked. If hours were worked under paragraph 3(c) above, it shall be noted in the report. Disputes over an Employee's full-time status shall be submitted to CIPC which will hear, decide or arbitrate the case in accordance with the CIPC rules and timetable.

9. The Employer shall not use part-timers to subvert the meaning and intent of this Agreement as reflected in Article VII, (3) and Article XI, (3) (c) and (8).

ARTICLE XII
Weekend Scheduling

1. Each Employer shall schedule each permanent full-time Employee who is regularly scheduled to work five (5) days a week for every other weekend off except:

(a) Where an Employee agrees to or requests another schedule of days off and the Employer consents,

(b) Where the Union and the Employer otherwise agree to

a different schedule with respect to a particular unit, department or job classification,

(c) Where such scheduling would result in an unreasonable interference with the efficient operation of a unit or department, and

(d) In emergencies.

2. For full-time Employees hired during the term of this Agreement (July 1, 2007 to September 30, 2011), this provision shall apply after two (2) years of employment.

3. (a) The term “weekend” shall mean Saturday and Sunday.

A shift which begins on Friday night with a majority of the time to be worked on Saturday morning is considered a weekend shift, whereas a shift which begins on Sunday night with a majority of the time to be worked on Monday morning is not considered a weekend shift.

(b) Employees who were on the payroll of the Hospital prior to October 12, 1986, and have continued on the payroll thereafter, and were on an every other weekend work schedule and not previously required to make up unscheduled absences as of October 12, 1986, will not be required to make up (i) the first three (3) days of absence on scheduled weekend work days due to illness or injury absent unjustified use of sick leave or (ii) absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(c) Employees who were on the payroll of the Hospital prior to October 12, 1986 and have continued on the payroll thereafter, and were on an every other weekend work schedule and previously required to make up unscheduled absences as of October 12, 1986, may be required to make up unscheduled absences on a scheduled weekend work day due to sick leave (including paid and unpaid sick days) only; they will not be required to make up absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(d) Employees who are hired on or after October 12, 1986 and have been or are on an every other weekend work schedule may be required to make up unscheduled absences on a scheduled weekend work day due to sick leave (including paid or unpaid sick days) only; they will not be required to make up absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(e) Where a regular, full-time Employee or a temporary full-time Employee has worked a permanent regular schedule of week

ends off, his/her schedule of weekends off shall not be reduced while he/she is in his/her present position or shift, except in an emergency. Where work assignments are otherwise changed such Employee shall have his/her schedule of weekends off maintained unless to do so would unreasonably impair the efficiency of the Employer. Where an Employee elects with the Employer's consent a changed work assignment with prior knowledge of a new schedule of weekends off such new schedule shall prevail.

(f) As previously implemented, an Employee who desires to waive the every other weekend off requirement, shall, if consented to by the Employer, execute a written waiver which may not be revoked without the agreement of the Employer during the life of the Agreement.

(g) Grievances alleging violations of Article XII shall be subject to the grievance and arbitration provisions of this Agreement, but shall, if the matter proceeds to arbitration, be determined by an arbitrator selected from the panel of CIPC arbitrators who shall have the following authority and responsibility:

- i. to determine if there have been misapplications or violations of Article XII by the Employer or the Union;
- ii. to issue final and binding decisions within seven (7) days of hearing a case;
- iii. upon finding of Employer misapplication, may issue one of the following remedies:
 1. Time and one-half pay for time worked on weekends in violation of this Article by the Employee; or
 2. Compensation time off for time worked on weekends in violation of this Article by the Employee.

ARTICLE XIII **Overtime**

1. Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of the regular full-time work week for their classification as set forth in Article XI, Section 1 and in the case of a regular full-time Employee who is regularly scheduled to work five (5) days per week, for authorized time worked in excess of the regular full-time work day as defined in Article XI, paragraph 2.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, paternity day, and marriage

days. Unpaid absences shall not be considered as time worked.

3. (a) The Employer will assign, on an equitable basis, "on-call" duty and required pre-scheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the Employer.

(b) Each Employer shall establish a procedure for assigning overtime, in the first instance, among qualified Employees who wish to work overtime, except in emergencies. Such procedure shall include a provision whereby such Employees are assigned in rotation, starting with the Employee on duty who has the most classification seniority. Pursuant to such procedure, a volunteer overtime roster shall be compiled and posted every six (6) months. A part-timer shall not receive premium overtime hours prior to full-timers, unless he/she has greater classification seniority.

(c) Where the Employer assigns overtime on a compulsory basis due to an emergency or the inability to obtain a qualified volunteer on a timely basis, assignments shall be made among qualified Employees on a rotating basis starting with the Employee on duty who has the least classification seniority.

4. The work week shall commence on Sunday and end on Saturday.

5. There shall be no pyramiding of overtime.

ARTICLE XIV **Shifts and Shift Differentials**

1. Employees working on shifts whose straight time hours end after seven (7:00) p.m. or begin prior to six (6:00) a.m. shall receive the following differentials:

(a) Licensed Practical Nurses - an amount equal to the greater of ten percent (10%) of the LPN's salary including specialty differential, or three-fourths (3/4) of the shift differential paid to Registered Nurses in the same institution, whichever is greater.

(b) All Other Employees - a shift differential of ten percent (10%) of salary, including specialty differential.

2. Employees shall work in the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason, and any such change shall apply to the Employee with the least classification seniority qualified to do the work.

Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees shall have pref

erence in filling vacancies on another shift in the classification in which they are then working over new Employees.

3. The foregoing shall not interfere with any training program requiring rotation of shifts.
4. Licensed Practical Nurses who are assigned by the Employer to “in-charge” responsibilities shall receive a differential in a dollar amount equal to the RN in-charge differential at that institution. In each Hospital this amount may differ.
5. There shall be no split shifts.

ARTICLE XV **Holidays**

1. Employees shall be entitled to a total of twelve (12) paid holidays within each year, except as otherwise provided in 3(b) below. If a holiday falls within an Employee’s first thirty (30) days of employment, then such Employee shall receive pay for the holiday only upon completion of twelve (12) months of employment.

2. At least eight (8) such holidays specified in Section 1 above shall be legal holidays and the balance shall be either legal holidays, religious holidays, free days, or a combination thereof. In any event, such holidays shall be specified in a stipulation (Stipulation IV) between the Union and each Employer to be annexed hereto. On a calendar year basis, each Employee shall be permitted to designate two (2) of his/her earned free days to be used for religious holidays, provided the granting of such request will not unreasonably interfere with the operation of the unit in which the Employee is assigned to work.

3. (a) Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

(b) In the event an Employee is required to work on any of the first eight (8) legal holidays specified in Stipulation IV annexed hereto, he/she shall be paid at the rate of time and one-half his/her regular pay for all hours worked on the holiday, and shall in addition, receive an additional day off with regular pay within thirty (30) days of the holiday, or an extra day’s regular pay in lieu thereof, as determined by the Employer. Where premium pay has been paid for more than eight (8) holidays or more paid holidays have been granted, such practice shall continue.

(c) An Employee required to work on any holiday other than those specified in (b) above shall receive a day off with regular pay

within thirty (30) days of the holiday, or, in lieu thereof, shall be paid a day's regular pay at the option of the Employer.

(d) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday.

(e) If a legal holiday falls during an Employee's vacation, at the option of the Employer the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.

(f) The day on which a holiday is legally celebrated* shall be the day on which holiday premium pay is paid to those Employees who work on that day, except that Christmas shall be legally celebrated on December 25th, New Year's Day shall be legally celebrated on January 1st, and Dr. Martin Luther King's birthday on the day that it is celebrated nationally.

(g) If an Employee is absent the scheduled work day before and/or the scheduled work day after a paid legal holiday or day in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished.

4. Employees shall be entitled to the number of "free days" with pay set forth in Stipulation IV hereunto annexed. Free days shall be scheduled in advance and with the approval of the Employer. Once scheduled, free days shall not be canceled except in an emergency. Free days shall not be designated by the Employer. Free days shall be pro-rated, one for each three (3) months of employment during a year if four (4) free days are scheduled; one for each six (6) months of employment during a year if two (2) free days are scheduled. The Employer shall retain the same rights to require work on the free days scheduled as on holidays.

5. Employees will be entitled to time off with pay to vote at city, state or federal elections, in accordance with New York State Law.

Employees of the Employer working at hospitals listed in Exhibit D under affiliation contracts shall receive the same number of holidays as Employees of the non-affiliation Employer, and "heat days" or time off equivalent as received by other similar employees, employed by the City of New York at such institutions. In no case shall the total number of holidays be less than those received by similar employees employed by the City of New York at such affiliated institutions.

* The term "legally celebrated" shall refer to Public Holidays as defined in the New York General Construction Law, Section 24, as amended.

ARTICLE XVI
Vacations

1. Employees shall be entitled to accrued vacations each year with pay as follows:

(a) For Employees in technical and professional job classifications, except MSW Social Workers:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Vacation</u>
Less than 6 months	None
6 months but less than 1 year	2 weeks
1 year or more	4 weeks

(b) For MSW Social Workers:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Vacation</u>
Less than 6 months	None
6 months, but less than 1 year	11 days
1 year or more	22 days

(c) All Employees working at Employers listed in Exhibit D under affiliation contracts shall receive the same schedule of vacation as received by other similar employees employed by the City of New York at such institutions, except for MSW Social Workers who shall receive the vacation above provided or the vacation provided to similar employees employed by the City of New York, whichever is greater.

(d) For all other Employees:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Vacation</u>
Less than 6 months	None
6 months but less than 1 year	1 week
1 year but less than 5 years	2 weeks
5 years or more	4 weeks

(e) The foregoing vacation schedules for all classifications of Employees shall be modified as follows:

Effective 7/1/91 - five (5) weeks vacation after twenty-five (25) years.

2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

3. The vacation eligibility year shall be as heretofore. Each Employee's anniversary date shall be used for vacation purposes.

4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be

accrued from year to year and Employees will not be compensated for vacation time not taken.

5. Vacation pay shall be based upon the Employee's regular pay.

6. An Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least four (4) weeks in advance. An Employee may request that the Employer defer vacation pay.

7. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with from more than one (1) and up to and including but not exceeding five (5) years of service. For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his/her vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

Hours of vacation pay for each week of vacation to which an Employee may be entitled as above defined shall be computed on the basis of the average number of hours per week actually worked as above defined, including premium hours, during the twelve (12) calendar months immediately preceding the Employee's vacation.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) weeks period shall not be deemed nor considered as time worked in computing vacation pay and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had he/she worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his/her vacation pay shall be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due him/her.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of Article IX, and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

ARTICLE XVII
Sick Leave

1. Employees, after thirty (30) days employment, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of twelve (12) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave during any one (1) year, including the days earned or to be earned in the current sick leave year.
2. Pay for any day of sick leave shall be at the Employee's regular pay.
3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder.
4. Employees who have been on sick leave may be required to be examined by the Employer's Health Service physician before being permitted to return to duty.
5. If an Employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any moneys due him/her from the Employer at the time of resignation, layoff, or dismissal.
6. After an Employee has been sick or disabled for a continuous period of more than seven (7) days and is entitled to receive disability payments from the 1199SEIU National Benefit Fund for Health and Human Service Employees, the Employer shall pay sick leave pay to which an Employee is entitled in accordance with the following schedule for each day of continuous sickness or disability exceeding seven (7) days, as above provided, up to the maximum amount accumulated under paragraph 1 above:

Average weekly pay		Percent of weekly pay from sick pay⁵
Low	High	
\$ 322	\$ 349	30%
\$ 350	\$ 374	36%
\$ 375	\$ 399	40%
\$ 400	\$ 424	44%
\$ 425	\$ 449	47%
\$ 450	\$ 474	46%

⁵ Percentage based on low rate in each range.

\$ 475	\$ 499	48%
\$ 500	\$ 524	51%
\$ 525	\$ 549	53%
\$ 550	\$ 574	55%
\$ 575	\$ 599	57%
\$ 600	\$ 624	53%
\$ 625	\$ 649	55%
\$ 650	\$ 674	57%
\$ 675	\$ 699	59%
\$ 700	\$ 724	60%
\$ 725	\$ 749	61%
\$ 750	\$ 774	59%
\$ 775	\$ 799	60%
\$ 800	\$ 824	61%
\$ 825	\$ 849	62%
\$ 850	\$ 874	64%
\$ 875	\$ 899	65%
\$ 900	\$ 924	62%
\$ 925	\$ 949	63%
\$ 950	\$ 974	64%
\$ 975	\$ 999	65%
\$ 1,000	\$ 1,024	66%
\$ 1,025	\$ 1,049	67%
\$ 1,050	\$ 1,074	64%
\$ 1,075	\$ 1,099	65%
\$ 1,100	\$ 1,124	66%
\$ 1,125	\$ 1,149	67%
\$ 1,150	\$ 1,174	67%
\$ 1,175	\$ 1,199	68%
\$ 1,200	\$ 1,224	68%
\$ 1,225	\$ 1,249	69%
\$ 1,250	\$ 1,274	69%
\$ 1,275	\$ 1,299	70%
\$ 1,300	\$ 1,324	70%
\$ 1,325	\$ 1,349	71%
\$ 1,350	\$ 1,374	71%
\$ 1,375	\$ 1,399	72%
\$ 1,400	\$ 1,424	73%
\$ 1,425	\$ 1,449	73%
\$ 1,450	\$ 1,474	73%
\$ 1,475	\$ 1,499	74%
\$ 1,500	\$ 1,524	74%

\$ 1,525	\$ 1,549	75%
\$ 1,550	\$ 1,574	75%
\$ 1,575	\$ 1,599	76%
\$ 1,600	\$ 1,624	76%
\$ 1,625	\$ 1,649	76%
\$ 1,650	\$ 1,674	77%
\$ 1,675	\$ 1,699	77%
\$ 1,700	\$ 1,724	77%
\$ 1,725	\$ 1,749	78%
\$ 1,750	\$ 1,774	78%
\$ 1,775	\$ 1,799	78%
\$ 1,800	\$ 1,824	79%
\$ 1,825	\$ 1,849	79%
\$ 1,850	\$ 1,874	79%
\$ 1,875	\$ 1,899	79%
\$ 1,900	\$ 1,924	80%
\$ 1,925	\$ 1,949	80%
\$ 1,950	\$ 1,974	80%
\$ 1,975	\$ 1,999	81%
\$ 2,000	\$ 2,024	81%
\$ 2,025	\$ 2,049	81%
\$ 2,050	\$ 2,074	81%
\$ 2,075	\$ 2,099	81%
\$ 2,100	\$ 2,124	82%
\$ 2,125	\$ 2,149	82%
\$ 2,150	\$ 2,174	82%
\$ 2,175	\$ 2,199	82%
\$ 2,200	\$ 2,224	83%
\$ 2,225	\$ 2,249	83%

7. With respect to days of absence for which the Employee is entitled to salary continuation payments from Worker's Compensation, the Employer shall pay sick leave pay to which an Employee is entitled in an amount equal to the difference between the amount to which the Employee is entitled from Worker's Compensation, and the daily amount to which the Employee would otherwise be entitled if Worker's Compensation did not apply.

8. **Family Illness**

An Employee shall be entitled to use up to three (3) days of accrued sick leave when necessary for family illnesses. Such absences shall be deducted from the Employee's three (3) day family illness bank. The Employer shall have the option to require the Employee to provide reasonable documentation of the illness. For purposes of this paragraph 8, the term "family" shall mean: parent, spouse, child, brother, sister or grandparent, and the term "child" shall mean the Employee's own dependent child, foster child for

whom he/she has legal foster care responsibility, or a child for whom the Employee has overall parental responsibility on an established basis and who is living in the household of the Employee.

In case of emergencies due to family illness, the Employee shall have the right, with one (1) hour advance notice to the Employee's supervisor, or sooner if approved by the supervisor, to leave the workplace due to said illness.

ARTICLE XVIII **Paid Leave**

Employees, after their first thirty (30) days of employment, shall be entitled to paid leave as follows:

1. An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of the death of his/her parent, spouse, child, brother, sister, grandparent or life partner.* Such three (3) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.
2. An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of his/her marriage; such three (3) days must be taken consecutively.
3. An Employee shall be paid at his regular pay for one (1) working day's absence when his wife has a baby.
4. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty, which shall not include "on-call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

ARTICLE XIX **Unpaid Leave**

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Maternity Leave.** Pregnant Employees will be eligible for maternity leave. Maternity leave will be granted for a period not to exceed nine (9) months or the length of physical disability,

* This provision shall not apply to an institution which has a religious objection.

whichever is greater. However, Employees exposed to radiation who desire to take maternity leave and Employees whose pregnancy requires them to take maternity leave prior to the sixth month of pregnancy will be granted maternity leave for a period of twelve (12) months or the length of physical disability, whichever is greater. The father or mother of a legally adopted or biological child shall receive the same unpaid leave now provided to biological mothers.

2. **Military Leave.** Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. **Union Business.** A leave of absence for a period not to exceed three (3) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Employees must reapply each year.

4. **Illness or Injury.** Employees shall be entitled to leaves of absence for illness or injury for up to two (2) years or length of service, whichever is less. Employees must provide doctor's certification.

5. **Other Leaves.**

(a) Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer.

(b) Employees with one (1) or more years of service shall be entitled to a nine (9) week unpaid leave in a calendar year for serious illness of a family member (parent, spouse, child, brother, sister or grandparent).^{*} The Employer shall have the option to require the Employee to provide reasonable documentation of the illness.

(c) Once granted, a leave of absence granted for participation as a full-time student in a program sponsored by the League/1199SEIU Training and Upgrading Fund shall be given for the duration of the program, not to exceed the lesser of four (4) years or the length of an Employee's continuous employment.

6. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided in Article IX (Seniority). When an Employee returns to work following an involuntary leave of absence, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position within the same classification. As a condition of

^{*} Employees may have other rights under the Family and Medical Leave Act (FMLA) and this provision is not meant to interfere with the rights and obligations of the Employee and the Employer under FMLA; it is understood that periods of unpaid leave under this provision may run concurrently with any eligible FMLA leave.

reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of the Employer's Health Service.

7. **Professional Conferences.** Professional workers shall be entitled to attend professional conferences related to their work on a reasonable and non-discriminatory basis to the extent that funds are made available for such purposes within each department in each Employer. Absences pursuant to this provision are subject to the discretion of the department head concerned.

ARTICLE XX **Past Practices**

1. The specific past practices of each Employer are those set forth in Stipulation III, which is annexed hereto, which was arrived at pursuant to the provisions of the last paragraph of Article XVIII of the 1974-1976 collective bargaining agreement.

2. Employees hired on or after July 1, 1974 or who are transferred into a bargaining unit job on or after such date shall not be entitled to receive greater benefits than are provided by the 1199 NBF.

ARTICLE XXI **Severance Pay**

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off, or who are temporarily laid off* in excess of seven (7) days, shall receive severance pay at the rate of one (1) weeks pay for each year of bargaining unit seniority, pro-rated, up to a maximum of four (4) weeks pay, at his/her regular pay in effect at the time of such layoff, provided that the amount of severance pay shall not exceed the regular pay the Employee would have earned during the period of the layoff.

ARTICLE XXII **League/ 1199SEIU Training and Upgrading Fund**

1. The parties shall continue planning for and training adequate health personnel for Employers covered by this Agreement through the League/1199SEIU Training and Upgrading Fund ("TUF")

The contribution to the TUF shall be an amount equal to one-half percent (.5%) of the gross payroll of the Employees for

* As used in this paragraph, the term temporarily laid off does not include a layoff arising out of a labor dispute at the Employer. Severance pay for temporary layoffs shall be effective November 1, 1986.

the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

Contributions so received by the Trustees shall be used to study Employer manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages.

The Trustees will be requested to seek grants from outside sources including the State and Federal governments for training to reduce the negative impact arising from layoffs or potential layoffs.

The Trustees of the TUF, in addition to the moneys received from Employers, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

2. The Trustees of the TUF shall be composed of an equal number of representatives designated by the Union and by the League.

3. The Trustees of the TUF shall develop programs to provide Employees who are laid off or who are potentially affected by layoff with retraining for lateral and/or upgrading opportunities. The purpose of such programs shall be to minimize the effect of actual or potential layoffs and may include stipends to supplement unemployment compensation, severance pay, etc. as deemed necessary and appropriate by the Trustees. All matters concerning the particulars of such programs including, among others, questions of eligibility, limitations, duration and amount, shall be determined by the Trustees.

4. The League and the Union will request that the Trustees consider ways to expand the number and location of conferences, workshops and seminars which may be attended particularly by professional Employees in order for them to keep abreast of developments in their fields.

5. The Employer will make a good faith effort to adjust schedules so that Employees can take training courses.

6. The Employer will make a good faith effort to make space available for training.

ARTICLE XXIII **Benefit Fund**

1. The Employer shall continue to contribute to the 1199SEIU National Benefit Fund for Health and Human Service Employees (“NBF”) in an amount equal to the percentage as specified in this Article XXIII, paragraph 5(c) below, multiplied by the gross payroll

of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment, reduced by contribution credits, if any, approved by the NBF Trustees.

Such payments shall be used by the Trustees of the NBF for the purpose of providing the Employees with social benefits, e.g., medical benefits, disability benefits, death benefits and hospital benefits as the Trustees of the NBF may from time to time determine.

2. It is agreed that the NBF will provide disability benefits for the Employees covered by this Agreement, in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the NBF, the Employer agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The NBF will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the Employer.

3. The Trustees shall continue to provide NBF enrollment cards to the Employers in accordance with its prior practice.

4. The Union and the League hereby direct the Trustees to implement the cost containment measures set forth in Exhibit E.

5. The Union and the League shall appoint a committee that will develop a program to provide the best possible health care and health benefits.

(a) In designing this program, the Union and the League agree to be guided by the following objectives. The NBF will:

- (i) Promote health and prevent disease;
- (ii) Provide comprehensive health benefits in a cost-effective manner, and when fully operational, at no costs to covered Employees and their eligible dependents;
- (iii) Provide improved access to high quality health care providers participating in the Plan;
- (iv) Seek to eliminate and/or eliminate all Employee out-of-pocket cost through maximizing the availability of services from member institutions and affiliated, participating providers (including but not limited to physicians, dentists and mental health providers);
- (v) Permit Employees and their eligible dependents to exercise choice of providers;
- (vi) Seek ways through management of quality, utilization and price to restrain the growth in cost while maintaining the scope and improving the quality of services.

(b) To achieve these objectives the Union and the League direct the NBF Trustees to develop a comprehensive health care

service network organized around a core of accessible, high quality primary care providers in accordance with the substantive provisions contained in the agreement between the League and 1199 dated June 28, 1994.

(c) Effective as of September 1, 2007, the contribution rate shall be increased from 20.85% to 22.5% of gross payroll as defined in paragraph 1. Effective October 1, 2007 and each twelve (12) months thereafter the rate shall be adjusted, as determined by the Fund actuary, to the level required to maintain all existing benefits including those improved in this Agreement and a minimum one (1) month surplus (defined as a surplus equal to one (1) month's contributions) through the expiration of the contract.

(d) The NBF required contribution rate (URR) shall be increased for all NBF contributing employers to 22.5% effective as of September 1, 2007.

(e) In addition, during the calendar year 2008, each Employer shall contribute to the NBF its pro-rata share of temporary lump sum contributions of approximately \$42 million. This is estimated to be .84% of the total NBF contribution payroll for all NBF contributing Employers as of April 30, 2008. For each of the next two (2) calendar years the foregoing amount shall be recalculated using .84% of the estimated total NBF contribution payroll as of April 30, 2009 and April 30, 2010, respectively. Each NBF contributing Employer shall contribute its pro rata share of the amount determined for each of the three (3) calendar years as provided below. The three temporary lump sum contributions are estimated to produce \$126 million over 41 months.

The NBF URR shall be amended to require, in addition to the 22.5% contribution rate, all NBF contributing Employers to make temporary lump sum contributions of .84% of their 1199 gross payroll commencing with the contribution due January 30, 2008 and ending with the contribution due December 30, 2010. Effective January 1, 2011 this temporary URR provision shall expire and the total URR shall be 22.5%.(f) The League and its member institutions agree:

(i) To expand the NBF's preferred provider program, the League will make maximum effort to encourage its member institutions to recruit affiliated physicians, mental health providers, dentists and other providers to accept NBF reimbursement as payment in full for medical, dental and all ancillary services.

(ii) To designate appropriate top management with authority to implement this program with the NBF.

(iii) To sponsor and conduct at the work place, with the NBF, health promotion/disease prevention programs which may include hypertension testing and treatment, breast cancer screen

ing, nutrition, smoking cessation and other wellness programs.

(g) The NBF may spend up to \$40 million during the period July 1, 2007 through September 30, 2011 for the purpose of improving the medical and dental schedules for panel providers. In the event that the Actuary determines that the contributions and contribution diversions agreed to under this Agreement are insufficient to cover the cost of such improvements, additional Pension Fund contributions shall be diverted to the NBF to cover the shortfall.

(h) The Cost Savings Committee (“Committee”), consisting of the President of the Union and the President of the League, that was established under the 2004-2008 CBA shall continue according to its current mandate. The functions of the Committee include establishing a baseline for measurement, setting benchmarks and milestones, measuring the results of and monitoring the effect of the savings program referred to in this Agreement. The Committee shall also seek additional ways to improve the cost efficiency of the Benefit Fund.

Effective May 1, 2005, and every twelve (12) months thereafter, a consultant retained by the Committee shall determine if the anticipated savings are being achieved. In the event of a shortfall, the President of the League and the President of the Union shall decide whether to direct a diversion from the PF to the NBF to make up such shortfall.

In addition, the Committee shall review and make recommendations to streamline the Funds’ collection procedures in Article XXV of the CBA.

(i) Effective May 1, 2008 the HWE/RN Credits shall be increased to \$6,000 per year (implementation consistent with prior methodology).

ARTICLE XXIV **Pension**

1. (a) Except as provided below, Employers shall contribute each month to the 1199SEIU Health Care Employees Pension Fund (“PF”) in an amount equal to six and three-quarters percent (6.75%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees for the first two (2) months following the beginning of their employment.

Such payments shall be used by the Trustees of the PF for the purpose of providing Pension or Retirement benefits for the Employees as the Trustees of the said PF may from time to time determine.

(b) As of February 1, 2004, the PF actuary will review the

wage and earnings assumptions and the six and three quarters percent (6.75%) contribution rate. If he/she concludes that any change is advisable, he/she will make appropriate recommendations which shall be referred to the President of the Union and the President of the League. In the event of a dispute, resolution shall be by the CIPC process.

(c) Pension Contribution Diversions. Suspensions of contributions to and diversions of contributions from the Pension Fund shall be as set forth in the side letter attached to this Agreement. (See pp. 110-112.)

2. Pension Improvements

(a) Current Retirees' Pension Benefits shall be increased by three percent (3%) effective April 1, 2008, three percent (3%) effective December 1, 2009, and three percent (3%) effective December 1, 2010.

(b) Effective February 1, 2011, increase the multiplier used for calculating benefits based upon future service from 1.85 to 1.875% for participants whose last hour of vesting service under the Plan is on or after February 1, 2011.

3. Such PF at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

4. The Employer shall not withdraw from the Social Security Program.

ARTICLE XXV

Enforcement of Articles IXA, XXII, XXIII, XXIV, XXXVII and XLII (the Funds)

1. The Employer shall remit the contributions required under Articles IXA, XXII, XXIII, XXIV, XXXVII and XLII to the Funds on a monthly basis, based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August. The Employer shall submit regular monthly reports with its contributions in such form as may be necessary for the sound and efficient administration of the Funds and/or to enable the Funds to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to Articles IXA, XXII, XXIII, XXIV, XXXVII and XLII of this Agreement.

2. The Employer agrees to make available to the Funds such records of Employees as classifications, names, social security numbers, days worked, and accounts of payroll and/or wages paid which the Funds may require in connection with the sound and

efficient operation of the Funds or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit Accountants for the Funds to audit such records of the Employer. It is the agreement of the League, the Union and the Funds to implement electronic transmission of contributions and reports and to streamline reporting requirements. The League, the Union and the Funds will meet to discuss the most practicable implementation program to achieve this objective. Electronic transmission of contributions and reports shall be as set forth in the side letter attached to this Agreement. (See p. 138.)

3. If a payment or payments are not made in compliance with paragraph 1 of this Article XXV, the Employer shall, from and after the due date thereof, and until full payment of arrears is made pay interest on such arrears at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less. In addition, there shall be prompt arbitration thereof before the Impartial Arbitrator designated under this Article. The Arbitrator is hereby empowered to:

(a) direct the remedying of such violations up to the date of hearing that have not been cured;

(b) direct that there shall be no further violations of such provision(s) of these Articles;

(c) direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceeding, be paid to the Fund(s) by the Employer:

(i) for an uncontested proceeding, the lesser of ten percent (10%) of the amount found due to each Fund or five hundred dollars (\$500) to each Fund involved.

(ii) for a contested proceeding, the lesser of twenty percent (20%) of the amount found due to each Fund or one thousand dollars (\$1,000) to each Fund involved.

(d) In the event that an Employer fails to make payment of contributions as required by Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, the Arbitrator shall also have the power to require the properly authorized agent of the Employer to sign a Confession of Judgment in the amount of the Award including interest, costs and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

4. Notwithstanding the foregoing, in cases where an Employer has voluntarily agreed to a verification of the amounts contributed to a Fund through an inspection of the payroll records of its Employees by a Certified Public Accountant retained by the Funds, the Employer shall not be obligated to make retroactive interest payments or payment of costs and expenses pursuant to paragraph 3(c) of this Article XXV where the Employer proves to the satisfac

tion of the Arbitrator designated under this Article that the principal amounts at issue were not contributed because of a genuine oversight by the Employer. In such a case, interest upon the principal amounts determined by the Certified Public Accountant retained by the Fund shall be due the Fund at the rate specified in the immediately preceding paragraph from and after the earlier of the following dates: (1) the date of the Award of the Arbitrator designated under this Article; or (2) thirty (30) days following receipt of a written request for payment from the Fund which sets forth the amount claimed, and the basis upon which it has been determined.

5. Alan R. Viani is hereby designated as the Impartial Arbitrator to hear and determine any disputes which may arise between the parties with regard to payment of contributions and/or interest under Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII and the enforcement thereof under Article XXV. Such arbitration shall be heard no later than ten (10) days after written request for arbitration is submitted to the Arbitrator. The Award of the Arbitrator shall be issued within five (5) days thereafter. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy. If the parties are unable to agree, such disputes shall be handled in accordance with Article XXXII until such time as the parties do agree on a replacement.

6. In the event that the attorneys for the Fund(s) or the Union are required to move in court for confirmation of the Award or to oppose a stay and/or motion to vacate or set aside the Award in whole or in part, reasonable attorney's fees shall be imposed by the Court, if the Award is confirmed or the stay denied. Service of notices, papers, petitions, summonses or other process to enforce or confirm awards or judgments with respect to the collection of contributions to the Fund may be by certified or registered mail.

7. In the event that the Trustees of the Fund(s) have terminated benefit coverage or pension credits to Employee(s) because the Employer has failed to comply with the contribution requirements of Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, then the Employer shall be directly liable to the affected Employee(s) for benefits to which the Employees would otherwise be entitled under the Funds; the amount of any benefits directly paid by the Employer pursuant to this paragraph may not be credited or off-set by the Employer against the amounts due the Fund(s) under Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, it being understood that the Employer shall continue to be obligated to make contributions to the Fund(s) in accordance with Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII. However, in the event that the Employer pays all past due contributions, interest, costs and expenses as provided in this Article, it shall be entitled to

a credit equal to sixty-five percent (65%) of the actual audited benefits paid directly, but shall in addition be liable for the costs of auditing such direct payments in the amount of fifteen percent (15%) of such amount.

8. Each of the Funds shall be held and administered under the terms and provisions of an Agreement and Declaration of Trust, and any amendments thereof, which provides for equal representation by the Union and the Employers contributing to that Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. Such Trust Agreement shall provide for bloc voting.

9. An independent audit of each Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

10. The League and the Union agree that on request by the Union, they will execute an agreement prospectively reducing the contribution rate to the PF and simultaneously increasing the contribution rate to the NBF and/or the TUF. The total amount of contributions redirected to the NBF and/or TUF shall be in the same amount as the reduction in contributions to the PF.

11. The Employer agrees that the provisions of Articles IXA, XXII, XXIII, XXIV, XXV, XXXVII and XLII, will continue in full force and effect in the event of any change in the name, composition or structure of any or all of the Funds or the creation of any successor fund which assumes the responsibility to provide the same or similar benefits to the Employees covered by this Agreement, which change or changes are consented to by a majority of the Union Trustees and a majority of the Employer Trustees designated by the League or by operation of law. In the latter event, all payment and other obligations referred to herein will be to the successor fund.

ARTICLE XXVI **Uniforms**

1. The Employer shall provide, launder and maintain any uniforms which it requires the Employees to wear, except where an amount of money is allocated for such purposes as set forth below.

2. There shall be paid the following uniform allowance:

To Licensed Practical Nurses -	\$175 per year
To Dieticians	\$175 per year

3. In cases where an Employee purchases, launders or maintains required uniforms, an appropriate allowance shall be negotiated.

ARTICLE XXVII
Management Rights

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations, to discontinue, subject to the provisions of paragraph 3 of this Article, or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. **Subcontracting.**

(1) Employers who are presently subcontracting all or any part of their present services of whatever nature or description to other employers who pay the economic equivalent of the total compensation package provided for in this Agreement, including wages, benefits and other labor costs, may continue to do so without restriction.

(2) Employers who are now subcontracting all or any part of their present services to other Employers who however, do not pay the economic equivalent of the total compensation package provided for in this Agreement, including wages, benefits and other labor costs, may continue to do so without restriction provided that the total amount of such services presently so subcontracted shall remain at the current existing level. In the event, however, that the present level* of such subcontracted services shall, at any time in the future, be increased by a figure in excess of twenty percent (20%) of the present total amount of such subcontracted services, then and in that event the parties shall attempt to negotiate a solution concerning such increase. Partial increases in the level of such subcontracted services are not to be considered until the totality of such increases reach or exceed the aforesaid twenty percent (20%) figure. Failure to arrive at an adjustment within twenty

* The term "present level" when used in this Article XXVII refers to the date specified in the Cahn Award.

(20) days after such increase, the matter shall be submitted to an impartial arbitrator, whose function it shall be to determine (a) the ability or inability of the Employer to accommodate itself (because of a manpower shortage or any other legitimate reason) to the increased services without the need to subcontract to an employer which does not pay the economic equivalent of the total compensation package, including wages, benefits and other labor costs, provided for in this Agreement; (b) the health, safety and welfare of the Employer's patients who might be affected by the alleged inability of the Employer to accommodate itself to the required increase in services. This factor (b) shall be deemed and considered as the prime objective; (c) the purpose and function of the subcontracted work must be given first consideration and not the nature of the job duties or skills of the individual Employees.

(3) In the event that two or more Employers covered by a collective bargaining agreement with the Union shall at any time in the future desire to combine for the purpose of creating a centralized agency to perform services of any kind, nature or description theretofore required by the Employer participating in such centralized agency, the transfer of such services to such centralized agency shall not be deemed nor considered as subcontracting provided that the services so performed by the centralized agency shall be performed by members of the Union and that such centralized agency enter into a collective bargaining agreement with the Union, which shall contain the same terms and conditions as are presently contained in the current Collective Bargaining Agreement, or as such terms and conditions shall be amended by any subsequent Collective Bargaining Agreement.

(4) Except insofar as it is limited by item (2) hereof, no Employer shall hereafter subcontract to any profit or non-profit organization any of its (a) service and/or maintenance work, (b) clerical and/or office work, (c) licensed practical nurse work of any kind, nature or description. Employers who are presently sub-contracting any part of the above listed work may continue to do so but in the event, however, that the level of such presently sub-contracted services shall, at any time in the future, be increased by a figure in excess of twenty percent (20%) of the total amount of such presently subcontracted services, then and in that event the procedures for adjustment and the criteria outlined in Section (2) hereof shall become applicable. The itemization of (a), (b) and (c) above listed shall be deemed to include but shall not be limited to kitchen operations, laundry services, dietary service, housekeeping services, day-to-day service and maintenance work having to do with upkeep functions which are routine or frequently recurring rather than unusual or infrequent, janitorial work, porter work,

clerical, office accounting work, etc.

(5) Except insofar as it is limited by items (2) and (4) hereof, any Employer which presently subcontracts for the preparation and purchase of kosher or other specialized foods may continue to do so. In the event an Employer shall be required to increase such presently subcontracted services by a figure in excess of twenty per-cent (20%) of the present total amount of such subcontracted services, then the procedures outlined in Section (2) hereof shall become applicable.

(6) In the event of any emergency such as fire, epidemic, power failure, machine breakdown, war, major catastrophe and the like, any Employer may subcontract part or all of any of its services for the duration of the emergency. This itemization shall not be deemed nor construed as being limited solely to the above listed emergencies.

(7) Any Employer may, if it desires, subcontract any and all technical and/or laboratory services which, in the Employer's opinion and judgment, it cannot properly, adequately nor fully perform so as to protect the health, safety and welfare of its patients. In the event, however, that the Union shall claim an abuse of such judgment then the procedures for adjustment of that claim shall be resolved in accordance with the method and tests set forth in item (2) hereof. This section shall not be deemed nor considered as applying to those Employees who may be attached to the laboratory or technical staff and classified as laboratory or technical Employees, but who are performing maintenance, porter, cleaning or upkeep services for the laboratory and/or technical department.

(8) Any Employer may subcontract any and all diagnostic and/or specialized medical services which would improve its diagnostic abilities and/or specialized medical services involving the health and welfare of its patients whenever such member is unequipped, because of a manpower shortage or absence of appropriate mechanical, electrical or electronic equipment to provide its patients with such care. If, at any time in the future, any one or more of these elements are substantially reduced or the member acquires the appropriate mechanical, electric or electronic equipment, then and in that event the question of whether or not such member shall thereafter itself perform such services shall be submitted to negotiation, and failing adjustment, the procedures and tests outlined in Section (2) hereof shall become applicable.

(9) The parties agree to appoint a joint committee to study subcontracting.

4. **Monitoring and Enforcement of Recognition and Subcontracting Provisions.**

(a) The Employer shall provide the Union with a semi-

annual report including 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.

In addition, the Employer will provide a count of the number of supervisory staff who supervise bargaining unit positions by department (in the Nursing Department, RN and titles above RN shall not be included).

(b) The Employer shall provide the Union with a semi-annual staffing/payroll report by department, which shall include name, Social Security number, date of hire, salary and hours worked, for all bargaining unit members including full-time and part-time Employees, as well as one-fifth (1/5) or less part-timers, temporary, or contingent workers, etc.

(c) The Employer will also include in the semi-annual report all utilization of agency personnel covering bargaining unit vacancies, temporary positions or emergency leaves and all bargaining unit vacancies by department for which the Employer is recruiting, including date the vacancy began and how the vacancy is being covered. Such report will be submitted in a mutually agreed upon format.

(d) The report shall include job descriptions for all positions including non-union positions as stated in subsection (a) above and any job description which has been changed from the last reporting period.

(e) The Employer will provide an annual report of all sub-contracting identifying subcontractor, nature and volume of work performed in those departments included in the bargaining unit and the time period during which such subcontracting took place in that year.

(f) The above reports shall be submitted in a mutually agreed format which may include a Lotus format.

(g) The Employer shall not be required to file duplicates of any information previously provided as part of the informational request for the 1998 negotiations.

(h) Submission of this information shall not be deemed an admission or agreement that the Union represents any of the non-union positions. Criteria which shall determine whether a position is in the bargaining unit include but are not limited to if the Employee performs bargaining unit work and if these duties include legitimate supervisory functions.

(i) The Employer agrees to meet with the Union upon request to discuss the contents of said reports. If disputes arise about whether the Employee in subsection (a) above should be covered by this Agreement or, if work is being subcontracted in violation of the subcontracting clause or, if the recognition clause is being violated, such disputes shall be submitted to the expedited mediation and arbitration procedure set forth in Article XXXIA and XXXII or to CIPC under its procedures.

ARTICLE XXVIII **Resignation**

1. An Employee who resigns shall give the Employer advance notice equal to the initial annual vacation entitlement for his/her job classification.
2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE XXIX **Discharge and Penalties**

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.
2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance machinery.

If the Union notice of contest is given from six (6) days to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.
4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treat

ment in clinics or emergency rooms, as well as those already admitted.

5. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE XXX
No Strike or Lockout

1. No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) Publicly disavow such action by the Employees.

(b) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.

(c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.

(d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.

4. The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE XXXI
Grievance Procedure

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. Within a reasonable time (except as provided in Article XXIX), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immedi

ate supervisor. The Employer shall give its answer to the Employee and/or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance at this step will be presented in writing to the Personnel Director or Administrator of the Employer, or his/her designee. A grievance meeting will be scheduled for a mutually agreeable date and time during normal business hours promptly following the receipt by either party of a written request by the other for such grievance meeting as follows:

(a) for disciplinary grievances involving discharges or suspensions within fifteen (15) working days; (b) for other grievances twenty-five (25) working days.

If the parties cannot agree on a date and time for a grievance meeting within this period, then each side will offer in writing three (3) dates and times (during normal business hours) from which the other side will pick one. From the two (2) dates so selected one will be chosen by the parties on alternating grievances provided such date is not more than fifteen (15) working days or twenty-five (25) working days from the date of the request for a grievance meeting depending on the type of grievance. Notwithstanding the above, each side will be entitled to one (1) adjournment of this date by written request delivered to the other party before the scheduled date, in which event a new date will be scheduled within fifteen (15) or twenty-five (25) working days of the initial scheduled date depending on the type of grievance. Selection of an adjourned date shall be according to the same procedure used to schedule the original date. The Employer shall use its best efforts to render its written decision within five (5) days after the third step grievance meeting; in no event will its written decision be rendered more than ten (10) days following such meeting.

Failure of either party to appear and fully present its case at the grievance meeting on the scheduled date and time or of the Employer to render its decision within the time limit set forth above shall result in a default by such party and the grievance shall be deemed granted by the Employer, or waived by the Union as the

case may be, but solely with respect to the particular grievance (i.e., the deemed grant or waiver will not bind or be a precedent in other cases). In cases involving violence, theft, patient abuse, substance abuse on premises, or serious misconduct of equivalent level, the default may be cured within ten (10) days of default notification (i) by either party by appearance and full presentation of its case at a third step grievance meeting, or (ii) where the decision was not rendered timely, by the Employer rendering its decision. This paragraph shall not apply to a grievance arising from the issuance of disciplinary warnings where no other disciplinary action (e.g. termination or suspension, etc.) is involved.

In the event that the number of grievance meetings requested is beyond the ability of the Employer to schedule within the prescribed time limits, the Union and the Employer shall attempt to resolve the problem by mutual agreement. Should they fail to reach agreement within five (5) working days, George Nicolau shall resolve the issue of determining if there is a bona fide overload and the procedure that should apply in such case.

The above time limits and sanctions shall apply to grievances presented at Step 3 on or after April 16, 1993.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto (except as provided above with respect to third step grievances), and the Union may proceed to the next step.

All third step decisions will be mailed to the Organizer and Area Director in care of the Union Headquarters (310 West 43rd Street, New York, NY 10036) and a copy given to the delegate who handled the case.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in this Article XXXI, paragraph 1.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXXIA
Mediation

1. It is the intention of the parties that the mediation process provided for below will be available to assist in the disposition of disciplinary disputes and cases of contract application concerning fact oriented issues, but not to disputes involving contract interpretations which have League-wide ramifications. The latter will be presented to the Contract Interpretation and Policy Committee (CIPC) under Article XXXI B.

2. Grievance mediation (effective for grievances presented at Step 3 on or after November 1, 1992)

(a) Upon the request of either party a grievance not resolved at the third step shall be submitted to mediation within ten (10) working days after the completion of Step 3 of the grievance procedure.

(b) The parties shall utilize the Federal Mediation and Conciliation Service ("FMCS") to administer the mediation procedure under this Agreement. If the volume of mediation exceeds the scheduling capability of FMCS or FMCS is otherwise unable to provide the necessary service, the parties shall establish a list of ten (10) mediators who will be assigned on a rotating basis. The parties shall continue to investigate other mediation services. In an effort to create an atmosphere which allows the parties to communicate efficiently with each other, mediation will be held at the Employer's premises provided that there is no disruption of the Employer's normal operations nor threat of disruption of such operations during the mediation process.

(c) The parties may present up to five (5) grievances per mediation session. Wherever possible, each side shall present its case within thirty (30) minutes.

Each party will designate a spokesperson among those present (no outside lawyers or house counsel).

(d) Cost of mediation is to be borne equally by the parties.

(e) The mediators will attempt to assist the parties to resolve each grievance on mutually agreeable terms. Any recommendation by the mediator will be made at the time of the meeting. No recommendation by the mediator shall be in writing (except as the parties may agree) and no positions, testimony or statement by any party, his/her representative, the mediator or witness shall be used in any future arbitration proceeding or for any other purpose.

(f) All currently outstanding arbitrations involving disciplinary disputes and cases of contract application concerning fact oriented issues, in which no hearing has yet been held, at the request of either party, shall be submitted to mediation within one hun

dred twenty (120) days of the effective date of this provision. The referral to mediation will not delay any scheduled arbitration hearing unless the parties mutually agree to such delay.

ARTICLE XXXIB

Contract Interpretation and Policy Committee

1. A Contract Interpretation and Policy Committee (“CIPC”) shall be created under this Agreement consisting of the President of the Union and the President of the League, who shall each appoint one other member. Their appointments for the term of this contract are Basil Paterson, Esq. and Robert Linn, Esq.

The function of CIPC will be to mediate and attempt to resolve disputes that may arise under this Agreement in areas specifically set forth herein which will have major policy implications, and to ensure the successful achievement of the goals of the 1199 Employment, Training and Job Security Program (see paragraph 3 below).

In the absence of a resolution by the Contract Interpretation and Policy Committee, the issue shall be submitted to Basil Paterson, Esq. and Robert Linn, Esq. Upon their failure to agree, the unresolved issue shall be submitted to an arbitrator selected by them.

To expedite its assignments and to deal with routine matters, the Contract Interpretation and Policy Committee may establish procedures to delegate responsibilities as it deems appropriate.

2. A grievance, as defined in Article XXXI (Grievance Procedure), which has not been resolved thereunder and which is subject to the jurisdiction of CIPC may be referred to CIPC for resolution by the Employer, Union or League, provided the Union or Employer as the case may be, either (a) has filed a timely* demand for arbitration under Article XXXII, or (b) refers the grievance to CIPC within thirty (30) working days of completion of Step 3 of the grievance procedure. CIPC shall have authority to resolve:

(a) Disputes involving the following: scope of the recognition clause; subcontracting; compliance with lay-off provisions; Job Security Fund and/or Joint Employment Service issues; notice requirements; and to impose penalties if Employers fail to call in available positions or fail to provide other required information or notices.

* Where a party contests the issue of timeliness of a demand for arbitration under Article XXXII with respect to a matter referred to CIPC and otherwise subject to its jurisdiction, the CIPC arbitrator designated to hear the matter shall have jurisdiction to decide the timeliness issue.

(b) Disputes arising from employment security provisions and Articles II (Union Security), VI (Joint Employment Service), VIII (Temporary Employees), VIIIA (Vacancies and Emergency Vacancies), IX (Seniority), IXA (Employment Security and Job Security Fund), IXB (Consolidation of Departments and Mergers), X(8) (new job rates and titles), (except disputes concerning the content of restructured or newly created jobs) and all disputes involving the interpretation or the application of this Agreement regarding part-timers.

(c) Grievances involving contract interpretation questions with potential League-wide ramifications;

(d) Other disputes as determined by the parties.

3. In addition, but separate from above, the Contract Interpretation and Policy Committee shall:

(a) oversee implementation and coordination of the 1199 Joint Employment Service, Training and Upgrading Fund, and Job Security Fund, and Labor Management Initiatives Fund (collectively the “Employment, Training and Job Security Program” or “ETJSP”) (See Article XLII).

(b) Develop ideas to promote quality of work life, including the use of full-time instead of part-time bargaining unit Employees, improve working conditions, workload issues and increasing the skills and value of health care Employees and all related issues.

(c) Review arbitration procedures.

ARTICLE XXXII **Arbitration**

1. A grievance, as defined in Article XXXI (Grievance Procedure), which has not been resolved thereunder may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph 1 of Article XXXI, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

5. All grievances contesting a discharge referred to arbitration

after the execution of this Agreement shall be conducted in accordance with the procedures of the American Arbitration Association under the Voluntary Labor Arbitration Rules then prevailing; the single panel of arbitrators shall be abolished.

6. The American Arbitration Association will produce one list of eleven (11) names of arbitrators, seven (7) of whom are members of the National Academy of Arbitrators, and all of whom have dates available to hear cases within thirty (30) working days of selection. The parties will alternately strike names until one remains who shall be the arbitrator. The time period for selecting the arbitrator shall be seven (7) business days. The Employer and the Union shall strike the first name on an alternating basis.

7. The arbitration hearing shall be held within thirty (30) working days of appointment of the arbitrator or within thirty (30) working days of completion of the mediation procedure if it has been requested, whichever is later. Neither side shall be entitled to more than one (1) adjournment of that date, unless there is mutual consent. The adjourned date must be within thirty (30) working days of the postponed hearing date.

8. If the parties agree, the arbitrator shall hear more than one case in a day.

9. No briefs shall be submitted in disciplinary cases heard in one day. The parties agree in principle - and the arbitrators will be instructed - that briefing should be avoided or limited in all cases unless complexity of the issues demand briefing. In such situations, the parties must agree on the filing of briefs or obtain approval from the arbitrator to file briefs. Briefs, if permitted, are to be filed within two (2) weeks of hearing.

10. Arbitrators' decisions are to be rendered within two (2) weeks. However, in disciplinary cases, awards shall be issued within forty-eight (48) hours with an opinion to follow.

11. Arbitrators are to be instructed to issue succinct decisions in all cases, attempting, wherever possible, to limit study and writing time to one-half (1/2) day.

12. The parties shall designate a panel of six (6) arbitrators who shall hear cases arising under Article X (Wages and Minimums) paragraph 8 of the Agreement.

13. Exhibit F hereto shall apply with respect to arbitrations of residual classifications.

14. Voluntary Arbitration Project:

In order to reduce the delay and cost of arbitrations, the parties agree to establish a pilot project by May 31, 2005, unless extended by CIPC, which shall apply only to discipline cases. A Committee shall be appointed by the parties, consisting of equal numbers (see c, below), which shall establish appropriate rules and

procedures, which shall include the following provisions:

- (a) Employers may join the program on a voluntary basis.
- (b) An administrator shall be appointed and his or her salary and all administrative expenses will be paid by the LMI Fund.
- (c) A group of arbitrators shall be selected by B. McIver, G. Gresham, B. Paterson and R. Linn. Fixed dates each month shall be set aside by said arbitrators to hear such grievances.
- (d) It is the intention of the Union and the League and the Employers who participate to have these cases heard and decided on an expedited basis. If possible, hearings shall be concluded in one (1) day, except where the parties or the arbitrator decide an additional day or days is required. In no event shall the Union or an Employer be deprived of the opportunity to present pertinent testimony or other evidence which it deems necessary for the Arbitrator to render an appropriate award. The Arbitrator is empowered to decide any disputes concerning this issue.
- (e) Employers who agree to participate in this program shall appoint senior representatives who will join George Gresham, Bruce McIver, Basil Paterson and Robert Linn in administering this program. For each such appointment, the Union shall appoint a counterpart representative from its staff.
- (f) Once the rules have been established and arbitrators selected, other (non-League) employers which contribute to the LMI Fund may join the program.

ARTICLE XXXIII

Effect of Legislation - Separability

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXIV

Individual Stipulations

No agreement between the Employer and the Union which provides for an addition to or modification of this Agreement, including the stipulations between each Employer and the Union to be annexed hereto, shall be effective until a copy thereof shall have

been countersigned on behalf of the League.

The League will help facilitate the signing of the stipulations.

ARTICLE XXXV
Supersedes MOA

This Agreement supersedes the 2004-2008 1199/League Collective Bargaining Agreement (“CBA”) and the Memorandum of Agreement dated January 22, 2007 (“MOA”), except for those provisions preserving prior local agreements and stipulations between 1199 and the individual Employers, which remain in full force and effect, unless expressly modified during the course of these negotiations and incorporated in this Agreement.

All terms and conditions in the prior collective bargaining agreements covering the new institutions and/or bargaining units of Employees, including former 144 institutions/units, former AVNH institutions, and others that were not covered by the 1998-2001, 2001-2005 or 2004-2008 1199/League collective bargaining agreements, shall remain in full force and effect and shall be deemed local agreements to this Agreement, unless expressly modified during the course of these negotiations and incorporated into this Agreement. Notwithstanding the preceding sentence, the extent to which the terms of the League Multi-Employer Contract will apply to former Local 721 Bargaining Units at Medisys facilities and New York Downtown Hospital, and at Village Nursing Home shall be in accordance with their respective MOA’s with the Union.

ARTICLE XXXVI
Negotiation of Local Issues

In those instances where either the Employer or the Union has raised issues for local negotiation during the course of these negotiations (“local issues”), the Employer and the Union shall continue to bargain over local issues. The execution of this Agreement shall be without prejudice to the rights or remedies of either party with respect to such local negotiations; the grievance and arbitration provisions and the no-strike clause shall not apply to disputes over local issues.

ARTICLE XXXVII
Child Care

The Employer shall continue to contribute to the 1199SEIU/Employer Child Care Fund (“CCF”) at a rate of one-half percent (.5%). All Child Care funds shall be commingled under terms approved by the Trustees.

ARTICLE XXXVIII**Housing**

The League agrees to support efforts to assist 1199 members in obtaining quality, affordable rental and ownership of housing. As such, the League and the Union will establish a joint committee to study members' housing needs and work to develop programs and projects which meet these needs.

ARTICLE XXXIX**Health and Safety****Create a Safe and Healthy Workplace**

1. The Employer, the Union, and the individual Employee shall cooperate in encouraging the maintenance of a safe and healthy work place. The Employer shall comply with all Federal, State and local laws, including recently adopted OSHA pathogen standards. The Union shall agree to cooperate in encouraging such rules as are necessary to comply with such laws.
2. The Employer shall provide safety and health training for all Employees on work time. Employees shall receive annually an updated training session. The Union Health and Safety Department will work with the Employer on course content and determining the appropriate number of hours of training.
3. A Safety and Health Committee composed of an equal number of Union and the Employer representatives shall be formed to implement this Article. The Safety and Health Committee shall cooperate to investigate, identify and remove conditions which are hazardous to an Employee's safety and health. Depending on the size of the institution the Union representatives will vary from three (3) to six (6). Said committee may meet monthly. It is agreed that the Union's safety and health committee, and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and that the Union, Union safety and health committees, and their officers, Employees and agents shall not be liable for any work-connected injuries, disabilities or disease which may be incurred by Employees.
4. Employee members of the Union-Management Occupational Safety and Health Committee will be paid at their regular rate of pay for conducting inspections, or performing any other function designated by the Safety and Health Committee. Furthermore, an Employee who accompanies a Federal, State or local occupational safety and health inspector on an inspection tour will be paid at his/her regular rate of pay for this time.
5. In the event that any Employee shall be exposed to any communicable disease, the Employer agrees to promptly review proper procedures to be followed by Employees exposed to such commu

nicable diseases.

6. Where an Employee comes in contact with blood and other body fluids as a result of his/her job duties, the Employer will provide Hepatitis B vaccine to the Employee at no cost to the Employee.

ARTICLE XL
Local/Institution Labor Management Committees

The parties support the establishment of Local/Institution Labor/Management Committees to explore the issues surrounding the employment of 1199 Employees in those institutions. Those issues may include:

- (a) The creation of new job titles.
- (b) The creation of institution-based job groupings, job combinations and part-time/full-time jobs.

The Local Labor/Management Committees may by mutual agreement request funds or support for training and facilitation from the LMI Fund (Article XLII).

We support the establishment of such committees.

ARTICLE XL(A)
Professional/Technical Practice Committees

1. There shall be a Professional/Technical Practice Committee (“PTPC”) consisting of eight (8) members, including: four (4) Employees from professional and technical classifications chosen by the Union and four (4) management representatives, including a department director for the Employer or his or her designated representative.

2. The PTPC shall meet at appropriate intervals as determined by the committee members, but in no event less frequently than four (4) times per year.

3. The purpose of the PTPC will be to improve communications, facilitate discussion and make recommendations concerning professional practice issues that arise from time to time.

4. The recommendations of the PTPC shall be made to the appropriate department director or other Employer representative.

ARTICLE XLI
Leon J. Davis/Martin Cherkasky Quality Care Committee

The health care workers of 1199 and the leadership of the League are committed to providing every patient at every institution with the best care we can.

Our health care system is changing. Every day we’re faced with new problems that require new treatments, new methods, and new technologies.

While the direction of much of this change is uncharted and unknown, there is certainty that change will come. And with this there will be transformations in the care people receive and the character of the work that we do.

This Agreement represents a milestone in our relationship as Union and Management. In the interests of our patients, we have arrived at a mutually acceptable Agreement in the spirit of compromise and conciliation.

As people with a common cause, we seek to broaden this relationship. We are looking for new ways to care for our patients, our families, and our community.

In this spirit we are creating the Leon J. Davis/Martin Cherkasky Committee in honor of the distinguished founding Presidents of our respective organizations. It will be an open-ended forum for worker/management dialogue and interaction.

The Committee has no fixed agenda. It will deal with both short and long term issues confronting health care workers and the health care system. The issues can be as immediate as how to deal with sub-contracting and as visionary as jointly describing our best ideas for a new health system for the country.

The Committee will be composed of Union and League representatives from rank-and-file Union members to Chief Executive Officers.

Nothing herein is subject to the grievance and arbitration provisions of the Agreement unless the matter is grievable and arbitrable under another provision of the Agreement.

ARTICLE XLII **LMI FUND**

1. The Union and the League have established the 1199SEIU Hospital League Health Care Industry Labor Management Initiative, Inc. ("LMI Fund"), a Labor-Management Cooperation Act corporation which, consistent with its certificate of incorporation, shall create and operate a Labor Management Planning Program and a Joint Employment Service (See Article VI).

(a) The Labor Management Planning Program ("LMPP") shall:

(i) collect information on job trends and emerging workforce skills, including new job classifications, which affect Union members and the health care industry in general,

(ii) provide training, facilitation, and funding for training and facilitation to the members on the Local Institution-based Labor/Management Committees and Subcommittees and CIPC,

(iii) provide information and support to CIPC,

(iv) provide administrative support to the CIPC in connection with the fulfillment of the CIPC's goals under this Agreement.

- (b) The Joint Employment Service shall:
- (i) provide job placement and referral services (without a fee) to Employers and to individuals seeking employment in the health care industry.
 - (ii) assist Employers by recruiting and testing applicants for jobs in the health care industry.
 - (iii) maintain a computerized bank of prospective employees in the health care industry.
2. For the contract period July 1, 2007 through September 30, 2011, the LMI Fund shall be financed by a diversion of contributions which would otherwise be due and owing to the PF in an amount to be agreed upon by the League and the Union, as provided in a side letter to this Agreement, together with such other amounts as may be required under the terms of any supplemental agreements between 1199 and the League.

ARTICLE XLIII
Effective Dates and Durations

1. This Agreement shall be in full force and effect for the period commencing July 1, 2007 and ending September 30, 2011.
2. With respect to the effective date of the December 1, 2007 wage increase (Art.X.1(a)), Employers whose prior contracts contained wage and benefit dates different from the League dates shall have the date adjusted so as to provide the same time interval as existed under the prior agreement. All other wage increases provided in Article X.1 shall be effective on the dates provided in that Article.
3. The League and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the League have executed this Agreement this 22nd day of January, 2007.*

1199SEIU United Healthcare Workers East

By: _____
George Gresham, Secretary-Treasurer

LEAGUE OF VOLUNTARY HOSPITALS AND HOMES OF NEW YORK

By: _____
Bruce McIver, President

* This Agreement incorporates the provisions of the Memorandum of Agreement dated January 22, 2007.

**EXHIBITS
SCHEDULES
STIPULATIONS
AND
SIDE LETTERS**

EXHIBIT A**CHECK-OFF AUTHORIZATION****DUES CHECK-OFF AUTHORIZATION****TO**

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by 1199SEIU United Healthcare Workers East as a condition of my membership; and in addition thereto, to deduct my membership dues from my wages or salary; and in addition thereto, to deduct each month an amount equal to monthly membership dues to be applied to past unpaid dues until the entire amount of unpaid past dues has been deducted and paid; and to remit all such deductions to 1199SEIU United Healthcare Workers East, 310 West 43rd Street, New York, NY 10036, no later than the tenth of each month immediately following the date of deduction or pursuant to the date provided in the Collective Bargaining Agreement.

This deduction is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless I give written notice of the revocation of this authorization addressed to the 1199/SEIU Dues and Membership Department at 310 West 43rd Street, New York, NY 10036.

Signature: _____ Date: _____

Print Name: _____

Social Security No: _____ / _____ / _____

Address: _____

City/State/Zip Code: _____

Date given to employer: _____

EXHIBIT B

1199 SEIU FEDERAL CREDIT UNION
CHECK-OFF AUTHORIZATION

1199 SEIU FEDERAL CREDIT UNION PAYROLL DEDUCTION AUTHORIZATION

_____|_____|_____|_____|_____|_____|_____|_____|

Last Name

First Name

Initial

Check appropriate transaction: New Change Cancel

Effective with the pay
period beginning on

_____|_____|_____|_____|_____|_____|
MO DAY YEAR

I authorize this amount to be withheld from my pay:

_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|

by my employer each pay period until further notice and applied to my account at the 1199 SEIU Federal Credit Union. If I leave my employer while there is a balance due the Credit Union, I authorize my employer to deduct any final amount of my pay, commissions and other compensation and/or separation allowance or benefits as may be required by the Credit Union. I receive my pay monthly biweekly weekly

X Signature _____ Date: _____

Employer Name: _____ Dept: _____

Employer Address: _____
Street Address

City/Town

State

Zip

EMPLOYERS COPY

EXHIBIT C

**POLITICAL ACTION FUND
CHECK-OFF AUTHORIZATION**

POLITICAL ACTION FUND CHECK OFF AUTHORIZATION

I hereby authorize 1199SEIU United Healthcare Workers East, to file this payroll deduction form on my behalf with my employer to withhold \$10.00 per month or \$_____ per month or \$2.00 per week or \$_____ per week and forward that amount to the 1199SEIU Political Action Fund, 310 West 43rd Street, New York, NY 10036. This authorization is made voluntarily based on my specific understanding that:

1. The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any Union;
2. I may refuse to contribute without any reprisal;
3. The \$10.00 monthly contribution is only a suggestion, and I may contribute more or less without fear of favor or disadvantage from 1199SEIU or my Employer; and
4. The 1199SEIU Political Action Fund uses the money it receives for political purposes, including but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, local offices and addressing political issues of public importance.
5. Contributions to the 1199SEIU Political Action Fund are not deductible as charitable contributions for federal income tax purposes. Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.
6. This authorization shall remain in full force and effect until revoked by me in writing to the 1199SEIU Political Action Department at 330 West 42nd Street - 7th Floor, New York, NY 10036.

Signature: _____ Date: _____

Print Name: _____

Social Security No.: _____ (Last four digits only) Email: _____

Address: _____

City/State/Zip Code: _____

Collected by _____ Membership ID # _____
(Please Print)

Please return the completed application to the Dues Department for processing:

1199SEIU United Healthcare Workers East
Dues Department
310 West 43rd Street 2nd Floor
New York, NY 10036

EXHIBIT D

Municipal Affiliates

CITY HOSPITAL CENTER AT ELMHURST

BELLEVUE HOSPITAL

GOUVERNEUR HEALTH SERVICES

METROPOLITAN HOSPITAL CENTER

QUEENS HOSPITAL CENTER

EXHIBIT E
Fund Issues

January 22, 2007

Mr. George Gresham, Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, NY 10036

Dear Mr. Rivera:

This letter is delivered simultaneously with the execution of the MOA between the League and the Union covering the period July 1, 2007-September 30, 2011, and has the same force and effect as if set forth therein.

1199 Pension Fund (PF) Issues

As has been recommended by the PF actuary:

By October 15, 2007, an actuarial asset value market restart and new smoothing method shall be implemented.

NBF Cost Savings Initiatives

This sets forth a list of cost savings initiatives identified during the course of negotiations that, if aggressively and effectively implemented, should achieve the cost savings commitments in the MOA of \$44 million per year effective May 1, 2008; \$150.3 million over the period of May 1, 2008 through September 30, 2011, and a “going out” annual savings rate of at least \$44 million by the end of the new agreements. Moreover, the Union and the League have agreed that the Trustees and the Executive Director shall aggressively seek additional ways to reduce the cost of providing benefits while maintaining the integrity of the benefits received by the Union members.

As it is the intention of the parties to maintain and improve the NBF’s programs, these and other adjustments are needed to preserve the resources of the NBF to provide its comprehensive health coverage in the face of rising health care costs. Thus, without limiting the potential cost savings approaches the Trustees and Executive Director should pursue, they are directed to implement appropriate savings which may include the following programs, policies and plan changes.

LAB:

All LabCorp Services Discount
Increase LabCorp Discount
Increase Non-Par Labs Discount
Increase Hospital Labs Discount

RADIOLOGY:

Increase Non-Medfocus Providers
Increase Hospital Providers
Increase All Providers

PRESCRIPTION DRUG:

Caremark Claims & Rebates Audits
Medco Rebate Audit
Medco First Year Discount Guarantee
Medco Contractual Savings Year 4+
Enhance Formulary Coverage/Step Therapy (1)
Generics First Program
OTC Drugs Program
Non-Preferred Brand Differential
Review Specialty Drug Discounts

MEDICARE HMOs:

HIP Claims & Rebates Audits
Negotiate HIP 2007 Rates & Plan Design
Stronger Formulary (HIP)
Increase HIP Rx Brand Discounts
Non HIP HMOs

MEDICAL MANAGEMENT:

Switch Infused Drugs to Self-Injected
Catastrophic Case Management (e.g. Diabetes)

CARE ALLIES:

Additional Programs (e.g. Morbidly Obese)
Update Ambulatory Procedures

ER:

Utilization Savings
Out-of-Network Claims

**PHARMACY BENEFIT ABUSE
NETWORK RFP****MEDICARE PART D:**

Fund Secondary Payor
Lower Med Part D Admin Fee
Alternative to Part D Subsidy

WELLNESS/DISEASE MANAGEMENT:

Introduce/Explore/Expand DM Programs
Explore/Expand Health Risk Assessments
Cover Weight Loss Drugs (e.g. Rimonabant)

HOSPITAL:

Manage Outlier & Extraordinary Charges (e.g. Chemo, Implants, etc.)

ANALYSIS:

Capitation Programs
Centers of Excellence Programs
Episodes of Care Payment Methodology
Pay for Performance Programs
Expand Fraud & Abuse (e.g. Upcodings, etc.)

Fund Diversions

- 1) The periods during which all Fund diversions provided for in this Agreement shall take place are set forth in Attachment 1 to this letter, provided, however, that CIPC shall have authority to change the dates of all Fund diversions based upon the cash flow needs of the Funds receiving such diversions.
- 2) LMI Fund – For the period May 1, 2005 - April 30, 2008, additional funding of a maximum of \$70.1 million shall be provided as follows:
- 3) TUF—For the period May 1, 2005 - April 30, 2008, additional funding of a maximum of \$15 million will be provided as follows:
 - a. A diversion from the JSF commencing as soon as possible. (Diversion shall be discontinued on earlier of achieving a \$15 million diversion or if JSF cash balance goes to \$2 million.)
 - b. if needed due to discontinuation of the JSF diversion, a PF diversion to make up the balance needed to reach \$15 million.
 - c. \$50,000 study (funded by TUF) to analyze budget procedure and identify potential savings and efficiencies.
- 4) A \$4.2 million contribution diversion from CCF shall be made to the TUF during the period May 1, 2010 to September 30, 2011.

- 5) TUF – For the period May 1, 2008 – September 30, 2011, additional funding of \$23.1 million will be provided as follows:
 - a. A diversion of contributions from the JSF of \$5.3 million.
 - b. A diversion of contributions from the LMI Fund of \$17.9 million.
- 6) The following contribution diversions from the Job Security Fund shall be made to the RN Funds:
 - a. \$10.3 million RNTJSF.
 - b. \$5 million to the RNLMI Fund.

Medical Reimbursement Schedule

At the request of the Executive Director of the NBF, the President of the Union and the President of the League shall meet to consider the necessity and viability of improving the medical reimbursement schedule. The factors that they shall consider may include, but are not limited to, the need for such increases, the excess of projected savings over the target set forth in this Exhibit E (if any), and the availability of Pension Fund diversion dollars. If they do not reach agreement, the matter shall not be arbitrable, however, the medical reimbursement schedule shall be increased by the value of the projected savings in excess of the target set forth in this Exhibit E.

Very truly yours,

League of Voluntary Hospitals
and Homes of New York

Bruce McIver, President

AGREED:

1199SEIU United Healthcare Workers East

George Gresham, Secretary-Treasurer

ATTACHMENT 1
TO SIDE LETTER
FUND DIVERSIONS

This schedule sets forth the periods that Fund diversions shall take place, unless CIPC determines that the diversion period(s) for specified diversion(s) should be changed based upon the cash needs of the Fund(s) receiving the diversions

Diverting Fund (From)	\$ millions Estimated Monies (From)	Receiving Fund (To)	Diversion Period	\$ millions Estimated Monies (To)
Pension Fund	(\$50.00)	National Benefit Fund (NBF)	1/1/08 - 4/30/08	\$50.00
			1/1/08 - 4/30/08 Total	\$50.00
Job Security Fund	(\$1.67)	RN Labor Management Initiative (LMI) *	5/1/08 - 4/30/09	\$1.67
Job Security Fund	(\$3.42)	RN Training & Job Security Fund (RNTJSF)	5/1/08 - 4/30/09	\$3.42
Job Security Fund	(\$5.25)	Training & Upgrading Fund (TUF)	5/1/08 - 4/30/09	\$5.25
LMI *	(\$3.70)	Training & Upgrading Fund (TUF)	5/1/08 - 4/30/09	\$3.70
Pension Fund	(\$20.00)	Labor Management Initiative (LMI) * - HEP	5/1/08 - 4/30/09	\$20.00
			5/1/08 - 4/30/09 Total	\$34.03
Pension Fund	(\$2.85)	Delegate Training	May-09	\$2.85
			May-09 Total	\$2.85
Job Security Fund	(\$1.67)	RN Labor Management Initiative (LMI) *	5/1/09 - 4/30/10	\$1.67
Job Security Fund	(\$3.42)	RN Training & Job Security Fund (RNTJSF)	5/1/09 - 4/30/10	\$3.42
LMI *	(\$9.10)	Training & Upgrading Fund (TUF)	5/1/09 - 4/30/10	\$9.10
Pension Fund	(\$20.00)	Labor Management Initiative (LMI) * - HEP	5/1/09 - 4/30/10	\$20.00
Pension Fund	(\$77.00)	National Benefit Fund (NBF)	5/1/09 - 4/30/10	\$77.00
			5/1/09 - 4/30/10 Total	\$111.19
Pension Fund	(\$2.85)	Delegate Training	May-10	\$2.85
			May-10 Total	\$2.85
Pension Fund	(\$20.00)	Labor Management Initiative (LMI) * - HEP	5/1/10 - 4/30/11	\$20.00
Pension Fund	(\$74.61)	National Benefit Fund (NBF)	5/1/10 - 4/30/11	\$74.61
			5/1/10 - 4/30/11 Total	\$94.61
Child Care Fund	(\$4.16)	Training & Upgrading Fund (TUF)	5/1/10 - 9/30/11	\$4.16
Job Security Fund	(\$1.67)	RN Labor Management Initiative (LMI) *	5/1/10 - 9/30/11	\$1.67
Job Security Fund	(\$3.42)	RN Training & Job Security Fund (RNTJSF)	5/1/10 - 9/30/11	\$3.42
LMI *	(\$5.10)	Training & Upgrading Fund (TUF)	5/1/10 - 9/30/11	\$5.10
			5/1/10 - 9/30/11 Total	\$14.34
Pension Fund	(\$2.85)	Delegate Training	May-11	\$2.85
			May-11 Total	\$2.85
			Grand Total	\$312.71

* LMI formerly known as Planning & Placement Fund (P&P).

All dollar amounts set forth herein reflect Fund-wide contributions or industry-wide costs.

EXHIBIT F
Residual Job Classifications

The following shall apply during the term of this Agreement:

(a) Subject to the limitations set forth in subparagraph (f) below, where the Union seeks arbitration of a grievance asserting that a professional, service, maintenance, clerical or technical job classification at an Employer is improperly excluded from its existing represented unit at that Employer, the claim shall be submitted to an Arbitrator as set forth below.

(b) The Presidents of the League and the Union (the “Presidents”) shall jointly select a standing panel of not less than five (5) Arbitrators to hear disputes arising under this Exhibit F. Members of the panel shall serve for terms limited to two (2) years unless their terms are renewed by mutual agreement of the Presidents. Absent such agreement, or if a vacancy arises on the panel, the Presidents shall jointly select replacement and/or successor Arbitrator(s).

(c) When a grievance described in subparagraph (a) above has not been resolved under the grievance procedure in Article XXXI, the Union and the Employer shall jointly select an Arbitrator from the panel. If the Employer and the Union cannot agree on the Arbitrator, they shall select the Arbitrator by alternately striking Arbitrators from the panel list. A coin toss will determine who strikes first from the list of Arbitrators. The Union and the Employer shall equally share the cost and expenses of the arbitration proceeding.

(d) The Arbitrator shall determine if the job classification should be included in an existing unit applying NLRA law, including but not limited to a history of exclusion of the job classification at issue at the Employer, as well as relevant principles of contract law.

(e) The Union and the Employer shall expedite the arbitration process by defining the relevant issues and agreeing to exchange available relevant information prior to the hearing.

(f) This arbitration procedure shall not apply to:

- (i) guards;
- (ii) any job classification that is excluded from coverage by this Agreement pursuant to Article I, paragraph 1 (b);

(iii) any professional job classification that is not within a profession already represented by the Union at the Employer;

(iv) any job classification that has been excluded from representation by an express written agreement between the Union and the Employer;

(v) any job classification that is unrepresented as a result of a prior election at the Employer, or as a result of an express exclusion in a prior determination of the NLRB, the SLRB, or any other governmental body;

(vi) job classifications at locations or facilities where the Union does not already represent the bargaining unit to which such titles are alleged to belong; or

(vii) any current arbitration proceeding(s) between the Union and an Employer relating to one or more residual job classification(s).

(g) The Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Exhibit F. The Arbitrator's decision under this Exhibit F shall be deemed final and binding by the parties to the proceeding, and neither party shall resort to the National Labor Relations Board for review of the issues covered by the award. Neither party to the proceeding shall challenge such award on the ground that the arbitral forum was improper for resolving the Union's grievance, unless the arbitration is precluded by the terms of subparagraph (f) above.

(h) Nothing in this Exhibit F shall be deemed to modify or supersede any other provision of this Agreement, including, but not limited to, the provisions of paragraph 2 of Article I.

EXHIBIT G
QCC Language Applicable to
Nursing Home Employers That Participate in the QCC

1199SEIU and the League of Independent Nursing Homes agree that the Quality Care Committee be recognized as a permanent committee.

1. Committee recognizes:

- A. Person-centered quality care services improves the quality of care and life of residents and staff.
- B. Quality of care builds on the quality of our workforce who are dedicated and committed to their work.
- C. Innovative models of care will advance the cause of person-centered quality care.
- D. Long-term reform at the state and federal levels is integral to the success of a value-driven system of care and the joint work of QCC.
- E. Nursing homes are subject to a highly regulated government program requiring a commitment to compliance.

2. Committee Objectives:

- A. To advance the cause of person-centered quality care and the reform of the nursing home field.
- B. To support to ongoing work of the QCC. The QCC has started a movement toward culture change that is unprecedented.
- C. To support and initiate innovative and new models of care in each facility, including but not limited to:
 - New style living units that are organized around community and neighborhood settings.
 - New skills sets and job titles to facilitate changes and improved performance for the organization and continue to enhance the satisfaction of residents and workers.
 - New models of care that would include flexibility of non-traditional schedules based on resident needs and employee needs.
 - New technology that would increase the effectiveness and efficiency of our workplace.

New Models of Person Centered Care (“NMPCC”):

In order to facilitate these next steps in the person-centered culture change, the QCC and its Oversight Committee will need to consider and review new recommendations, facility by facility, and authorize “NMPCC” Pilot Projects. These new models of care will explore new innovative concepts, as described above, which will benefit the person-centered quality care, the economic well-being of each facility and enhance the satisfaction of workers. Facility specific QCC Committees will agree to work within this new “framework” to meet the new objectives set forth.

The parties agree that the primary goal is to improve the quality of care for our residents. Therefore, the parties also agree to develop, facilitate and support the following initiatives to achieve the goal.

Framework: Quality Care requires exploring:

- 1) A flexible workforce: use of non-traditional schedules.
 - 2) Improved performance of Institutions: Meeting federal quality measurement standards.
 - 3) A skilled workforce: New job descriptions; new career paths; training opportunities.
 - 4) New approaches to organizing the daily work: New style living units organizing around community living including family style and neighborhood settings; implementing new technology.
 - 5) Fully utilizing existing/new labor-management committees to review standards of care and practices.
 - i. Utilize best practices in development of standards of care.
 - ii. The parties agree to provide an allocation of \$1 million (in addition to the amount allocated in the 2004-2008 CBA) from the LMI to fund the work of the QCC.
- D. To work constructively to resolve conflict, pursue mutually compatible objectives, and share a commitment to the person-centered quality care and the economic well-being of each facility and employee.
- E. To enhance changes to the organization of work that enhances the satisfaction of residents and workers.

- F. To study and review nursing care practices, including job assignments and duties of bargaining unit members, in Nursing Homes leading to recommendations to the League and 1199 Nursing Home Division leadership in nursing care practices, including staffing, with the goal of providing appropriate care for each resident in accordance with New York State standards. This committee shall also consider professional and technical practice issues.

3. Project Structure, Roles & Responsibilities

- A. Quality Care Committee (“QCC”) consisting of one nursing home department bargaining unit member and one management representative from each League nursing home chosen by each of the respective parties will:
 - (1) Prepare a mission, vision and values statement that will guide the work of the QCC over the term of this contract.
 - (2) Prepare an agenda and timelines for its activities through 2011.
 - (3) Screen and select expert(s) to conduct research.
 - (4) Assist in gathering of resident care data, including current staffing patterns and job descriptions at each of the Association homes.
 - (5) Review and evaluate data collected.
 - (6) Develop recommendations to the League and 1199 leadership.
 - (7) Use interest-based problem solving as basis for discussions.
 - (8) Provide regular updates to the leadership of League and 1199 of progress.
 - (9) Maintain records of their meetings.
 - (10) Meet one date per month or as determined by the Committee.
 - (11) In order to expedite the work of the QCC, subcommittees may be established to study different facets of this issue. Three subcommittees are recognized:
 - (i) Workforce Issues
 - (ii) Regulatory Issues
 - (iii) Legal and Liability Issues

- B. Quality Care Committee Oversight Committee consisting of two (2) union and two (2) management leadership representatives will:
- (1) Oversee this effort, including finalizing the process.
 - (2) Identify and clear up any roadblocks.
 - (3) Represent committee between meetings as needed.
 - (4) Advise and direct the consultants (from the Labor Management Project and any additional external experts).
 - (5) Monitor the budget.
 - (6) Review the recommendations of the QCC and determine how to proceed to effectuate those recommendations that are agreed upon.
 - (7) Will meet monthly or as determined by the Committee.
- C. Labor Management Project staff will:
- (1) Facilitate meetings of the Quality Care Committee, Oversight Committee.
 - (2) Provide orientation and training, as required, for the committees on the interest based problem solving process.
 - (3) Report to the Oversight Committee.
- D. Research Consultant(s) Expert(s) will [list to be completed by the QCC]:
- (1) Identify standards in nursing home nursing care practices.
 - (2) Assist the committee in analyzing the data gathered.
 - (3) Assist the Committee in preparing a report on data and analysis to present to League and 1199 leadership.
- E. The work of the QCC will be completed no later than June 1, 2007 unless extended by mutual agreement of the parties.
- F. Boundaries: The parties recognize that:
- (1) Some of the recommendations may be outside the control of the Nursing Home Administrators and will suggest legislative intervention.

- (2) There are a combination of factors that influence nursing practices and staffing such as resident acuity, technology; different types of care, unit size and geography, qualifications of staff, standards of practice, staff mix, productivity, nature of resident care provided and financial resources.
 - G. Budget: Up to \$1 will be allocated from the Labor Management Initiative to fund the following costs: consulting fees and expenses, facility; food, and materials. This budget anticipates \$___ for the research consultant(s). If more resources are required, additional money may need to be raised.
4. Nothing contained herein shall be subject to the Grievance and Arbitration provisions of this Agreement.

SCHEDULE A**MEMBERS OF THE LEAGUE OF VOLUNTARY
HOSPITALS AND HOMES OF NEW YORK,
A MULTI-EMPLOYER BARGAINING UNIT,
COVERED BY THIS AGREEMENT****ARAMARK****BETHCO**

Beth Abraham Health Services
Center for Nursing and Rehab
Schnurmacher Center for Rehab and Nursing

BETH ISRAEL MEDICAL CENTER

Petrie Division
Kings Highway Division

BRONX LEBANON HOSPITAL CENTER

Bronx Lebanon Hosp. Center Concourse

BRONX LEBANON SPECIAL CARE CENTER**BROOKLYN HOSPITAL CENTER, THE
CABRINI MEDICAL CENTER**

St. Cabrini Nursing Home

CARITAS HEALTH CARE PLANNING, INC.

Mary Immaculate Hospital
Monsignor Fitzpatrick Skilled Nursing Pavilion
St. John's Queens Hospital

DOJ HEALTH SERVICES

DOJ Nursing and Rehabilitation Center
Findlay House
Findlay Plaza

EGER HEALTH CARE AND REHABILITATION CENTER**EPISCOPAL HEALTH SERVICES, INC.**

St. John's Episcopal Hospital South Shore
Bishop Henry B. Hucles Episcopal Nursing Home
Bishop McClean Nursing Home
Episcopal Health Services South Shore Billing

FOREST HILLS HOSPITAL**GREATER HARLEM NURSING HOME COMPANY INC.****INTERFAITH MEDICAL CENTER****ISABELLA GERIATRIC CENTER****JEWISH HOME & HOSPITAL**

Manhattan Division
Bronx Division
Sarah Neuman Nursing Home

KINGSBROOK JEWISH MEDICAL CENTER

David Minkin Rehab. Institute (Rutland Nursing Home)

LENOX HILL HOSPITAL**LONG ISLAND COLLEGE HOSPITAL**

LONG ISLAND JEWISH MEDICAL CENTER
LUTHERAN MEDICAL CENTER
MAIMONIDES MEDICAL CENTER
MANHATTAN EYE EAR & THROAT HOSPITAL
MEDISYS HEALTH NETWORK
 BROOKDALE HOSPITAL MEDICAL CENTER
 Schulman & Schachne Institute for Nursing & Rehab
 Arlene and David Schlang Pavilion
 FLUSHING HOSPITAL
 JAMAICA HOSPITAL
 Jamaica Hospital Nursing Home
MONTEFIORE MEDICAL CENTER
 Henry L. & Lucy Moses Division
 Jack D. Weiler Hosp. of the Albert Einstein College of Med.
MORNINGSIDE HOUSE
MOUNT SINAI/NYU HEALTH
 NYU HOSPITAL FOR JOINT DISEASES
MOUNT SINAI HOSPITAL
 City Hospital Center at Elmhurst
 Queens Hospital Center
 Mt. Sinai Hospital of Queens
NYU HOSPITALS CENTER
 Bellevue Hospital Center
 Gouverneur Diagnostic Treatment Center
NEW YORK COMMUNITY HOSPITAL OF BROOKLYN, INC.
NEW YORK DOWNTOWN HOSPITAL
NEW YORK MEDICAL COLLEGE/VALHALLA
NEW YORK MEDICAL COLLEGE/METROPOLITAN HOSPITAL
NEW YORK METHODIST HOSPITAL
NEW YORK PRESBYTERIAN HOSPITAL/COLUMBIA UNIVERSITY MEDICAL CENTER
NEW YORK WESTCHESTER SQUARE MEDICAL CENTER
NORTH GENERAL HOSPITAL
OUR LADY OF MERCY MEDICAL CENTER
PARKER JEWISH INSTITUTE FOR HEALTH CARE AND REHABILITATION
PENINSULA HOSPITAL CENTER
 Peninsula General Nursing Home
PRISON HEALTH SERVICES/RIKERS ISLAND
 Prison Health Services, Inc./Rikers Island
 Prison Health Services Medical Services PC
 Prison Health Services Dental Services PC
RICHMOND UNIVERSITY MEDICAL CENTER
 RUMC Bayley Seton
SEPHARDIC HOME
SOUTHSIDE HOSPITAL
ST. BARNABAS HOSPITAL
 St. Barnabas Nursing Home

ST. LUKE'S-ROOSEVELT HOSPITAL CENTER

St. Luke's Roosevelt Hospital Center - Roosevelt Site

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

SAINT VINCENT CATHOLIC MEDICAL CENTERS

St. Vincent's Manhattan

St. Anthony's

Bayley Seton

St. Mary's

33rd Street Office

STATEN ISLAND UNIVERSITY HOSPITAL

Staten Island University Hospital - North Site

Staten Island University Hospital - South Site

TERENCE CARDINAL COOKE HEALTH CARE CENTER

UNION COMMUNITY HEALTH CENTER

UNITED ODD FELLOW & REBEKAH

VILLAGE CARE OF NY

Rivington House

WYCKOFF HEIGHTS MEDICAL CENTER

SCHEDULE B**NEW LEAGUE MEMBERS AND EXISTING MEMBERS
WITH COLLECTIVE BARGAINING AGREEMENTS COVERING LOCAL 721
WHO JOINED SINCE MAY 7, 2004****MEDISYS HEALTH NETWORK**

Jamaica Hospital DTC – Local 721 Bargaining Units

Jamaica Hospital – Local 721 Bargaining Unit

Flushing Hospital – Local 721 Bargaining Unit

NEW YORK PRESBYTERIAN HOSPITAL/COLUMBIA UNIVERSITY

MEDICAL CENTER – Local 721 Bargaining Unit

NEW YORK DOWNTOWN HOSPITAL – Local 721 Bargaining Unit

SOUND SHORE MEDICAL CENTER

SOUTH BRONX MENTAL HEALTH COUNCIL, INC.

ST. LUKE'S – ROOSEVELT HOSPITAL CENTER – Local 721 Bargaining Unit

THE MOUNT VERNON HOSPITAL

VILLAGE NURSING HOME*

* Part of Village Care of New York, an existing member of the League

Dated: January 22, 2007

Attached hereto and made part of the Collective Bargaining Agreement between the parties hereto, effective the 1st day of July, 2007, are four stipulations which are referred to respectively in Articles I, X and XI, XV and XX of the 2007-2011 Collective Bargaining Agreement between 1199SEIU United Healthcare Workers East, and the League of Voluntary Hospitals and Homes of New York as agent for and on behalf of each of its member institutions whose names appear on Schedule A & B of the contract, of which latter association the undersigned Employer is a member referred to on Schedule A & B. These stipulations set forth respectively are applicable to the undersigned Employer, the bargaining unit(s) represented by the Union, the Employer Minimum Rates and Hours of Work, Past Practices, and the holidays and free days. The undersigned Employer agrees that these stipulations shall be in full force and effect for the term of the Collective Bargaining Agreement between the Union and the undersigned Employer.

(Employer)

By: _____
1199SEIU UNITED HEALTHCARE WORKERS EAST

By: _____
LEAGUE OF VOLUNTARY HOSPITALS
AND HOMES OF NEW YORK

STIPULATION I

The bargaining unit(s) covered by 1199 in _____
referred to in Article I _____ of the Collective Bargaining
Agreement between 1199 and the League of Voluntary Hospitals and Homes of New York are:

STIPULATION II**MINIMUM RATES AND HOURS OF WORK****UNIFORM JOB TITLES & RATES****NON-UNIFORM JOB TITLES & RATES****STIPULATION III**

HOSPITAL: _____

PAST PRACTICES

The past practices referred to in Article XX are:

STIPULATION IV

HOSPITAL: _____

HOLIDAYS

Legal Holidays:

Other Holidays or Free Days:

Side Letter re: CIPC

January 22, 2007

Mr. Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street, Room 1530
New York, NY 10019

Dear Mr. McIver:

If the financial assumptions underlying the Agreement prove to be substantially insufficient and there is a significant adverse impact on the Employers, then the issue can be submitted to CIPC without the issue being subject to arbitration.

Very truly yours,

George Gresham, Secretary-Treasurer
1199SEIU United Healthcare Workers East

AGREED:

League of Voluntary Hospitals
and Homes of New York

Bruce McIver, President

Side Letter re: 144 Minimums

January 22, 2007

Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 W. 57th Street
New York, NY 10019

Re: 144 Minimums

Dear Bruce:

This will confirm our agreement that the parties shall establish a committee to explore ways of raising 144 minimums and experience steps to the comparable levels of the League uniform classification rates. The parties may seek the assistance of the Labor-Management project in the LMI Fund to assist in its deliberations.

Very Truly Yours,

George Gresham, Secretary-Treasurer
1199SEIU United Healthcare Workers East

AGREED

Bruce McIver, President

Side Letter re: Alternatives to Layoffs

January 22, 2007

Mr. George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, New York 10036

Re: Alternatives to Layoffs

Dear George:

This is to confirm that you and I will meet at your request to discuss programs that may be developed as “Alternatives to Layoffs”.

Sincerely,

Bruce McIver

cc: Basil Paterson, Esq.

Side Letter re: Non-Discrimination

January 22, 2007

Mr. George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, New York 10036

Re: Non-discrimination language

Dear George:

This will confirm our agreement that Article IV(1) of the Collective Bargaining Agreement has been amended by adding the phrase “sexual orientation”. This amendment will not be applicable to an institution which has a religious objection.

Sincerely,

Bruce McIver

AGREED:

George Gresham, Secretary-Treasurer

Side Letter re: NBF Contribution Rate

January 22, 2007

Mr. George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, New York 10036

Re: NBF Contribution Rate

Dear George:

This is to confirm our agreement that if, during the life of this Agreement, the actuary to the National Benefit Fund recommends that the existing rate (22.5% as of September 1, 2007) be increased, you and I will meet to discuss that issue.

Please sign on the line provided below and return a copy to me.

Very truly yours,

Bruce McIver

AGREED:

George Gresham, Secretary-Treasurer

Side Letter Re: Pension Contribution and TEF Funding

January 22, 2007

Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street
New York, NY 10019

Re: Pension Contribution and ETJSP Funding

Dear Bruce:

This letter is delivered simultaneously with the execution of the Collective Bargaining Agreement between 1199 and the League, commencing July 1, 2007 and has the same force and effect as if set forth in the Collective Bargaining Agreement.

Full Funding: For the duration of this Agreement, the Employer's contribution obligation to the Pension Fund ("PF") for any Plan Year shall be the lesser of (1) the percentage amount of gross wages set forth in Article XXIV or (2) the contribution amount set by the Pension Fund Trustees based upon the Pension Fund Actuary's determination of each Employer's allocated portion of the Pension Fund's full funding limitation. In the event the Plan Actuary determines that amounts to be contributed to the PF would be in excess of the contribution limitation, the disposition of the Pension contributions that would otherwise be made shall be referred to CIPC for its consideration in accordance with the following understandings. When amounts have been contributed which the Plan Actuary determines to be in excess of the contribution limitation, such excess amounts shall be returned to the Employer consistent with paragraph 403(c)(2) of ERISA. The Trust Agreement will be amended, if needed, to authorize Trustee action in this regard. It is agreed that any amount of money for PF contributions that are returned to the Employer by reason of this paragraph or which are withheld because the contribution limitation would be exceeded (as confirmed by the Plan Actuary) shall be diverted to another of the 1199/League Funds as determined by CIPC.

For each Plan Year the PF Actuary shall evaluate and report to the League and the Union the contribution limitation as follows: (a) in December, the amount for the Plan Year commencing January 1 of the year following shall be estimated, and (b) in June, the

amount for that Plan Year shall be finalized and reported.

Employment Training and Job Security Program (“ETJSP”) Funding: The Employers shall not be responsible for any further funding of the LMI Fund, Training and Upgrading Fund or the Job Security Fund (collectively “ETJSP”) during the term of this Agreement other than as set forth at Article IXA (B)(4) (JSF), Article XXII (1) (TUF) and Article XXIV (1)(c) (Pension Contribution Diversion) or as determined by CIPC pursuant to Paragraph 1 above.

Notwithstanding any contribution rate adjustment that may occur pursuant to Article XXIV section 1(b), the rate as of the last day of this collective bargaining agreement shall be 6.75% of gross payroll.

If this letter correctly sets forth our agreement, please sign where indicated below and return a signed copy to me.

Very truly yours,

George Gresham, Secretary-Treasurer

AGREED:

League of Voluntary Hospitals
and Homes of New York
Bruce McIver, President

Side Letter re: Maternity Leave

Dated: March 30, 1990

Mr. Dennis Rivera
President
Local 1199, Drug, Hospital and Health Care
Employees Union, RWDSU
310 West 43rd Street
New York, N.Y. 10036

Dear Mr. Rivera:

This letter is delivered to you simultaneously with the execution of the master Collective Bargaining Agreement between the League and Local 1199. Its purpose is to set forth the basis of the agreement of the parties with respect to the modification of the maternity leave provision (Article XIX, paragraph 1).

During the negotiations which led to the renewal of the 1982 agreement, the Union sought removal of the maternity leave provisions which require pregnant Employees to notify the Employer of the expected date of delivery and the date they wish to stop work by the end of the third month of pregnancy and, by the end of the sixth month of pregnancy, to provide a physician's statement certifying the expected date of delivery and the Employee's physical ability to continue working up to the last day of work requested by the Employee. These proposals were made on the ground that continuation of such requirements violated the law.

In settling upon the terms of the renewal agreement, the parties agreed to revise the maternity leave provision to conform with the law. Subsequently, the parties disagreed as to whether the foregoing provisions are legally permissible.

In view of the foregoing, and to expedite execution of a renewal agreement, we have agreed to remove these provisions from the contract with the express understanding that the Employers reserve the right to continue such policies except in the event that such may be finally determined by an arbitrator or court to violate the law.

If the foregoing correctly sets forth our agreement, please indicate your agreement thereto by signing the enclosed copies of this letter agreement in the place indicated.

Very truly yours,

AGREED: LOCAL 1199, DRUG, HOSPITAL
AND HEALTH UNION, RWDSU

LEAGUE OF VOLUNTARY HOSPITALS
AND HOMES OF NEW YORK

By: _____

By: _____

**Side Letter re: Electronic Dues Transmission,
Quality of Work Issues and
Contract and Benefits Administration Program**

January 22, 2007

Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street
New York, NY 10019

Re: Electronic Dues Transmission;
Quality of Work Issues;
Contract and Benefits Administration Program

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the collective bargaining agreement, and sets forth certain agreements reached by the parties in the 2007-2011 memorandum of agreement.

Quality of Work Issues: The League and the Union have agreed to continue discussions concerning certain issues raised during negotiations. These issues are: (1) whether the Employer shall be obligated to hire referrals from the Joint Employment Service, (2) issues concerning part-time employees, (3) mandatory overtime and (4) job grouping for layoff, recall and displacement.

With respect to issues (2) and (4), if the parties do not reach a resolution by May 31, 2005, the Union may request interest arbitration before the CIPC arbitrator. With respect to item (3), the parties shall refer the issue to interest based bargaining with the assistance of the Labor-Management Project of the LMI Fund.

Electronic Dues Transmission and Reporting

It is the agreement of the League and the Union to implement electronic transmission of dues remittances and reports and to streamline reporting requirement. The League and the Union will meet to discuss the most practicable implementation program to achieve this objective.

Contract and Benefits Administration Program

The Contract Administrators Program shall be extended for the period May 1, 2008 to September 30, 2011, at a cost of approxi

mately \$18.8 million, funded out of the Pension Fund diversion. The program will continue under the same terms and conditions as described in the 2001 – 2005 and 2004 – 2008 League multi-employer CBA side letters, and subsequent written agreements. Funding shall be as determined by CIPC:

This program shall not apply following the end of the term of this Agreement, unless extended by mutual agreement of the League and the Union.

Very truly yours,

George Gresham

Accepted:

League of Voluntary Hospitals
and Homes of New York

Bruce McIver

Side Letter re: St. Cabrini Nursing Home

January 22, 2007

Mr. Bruce McIver
President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street
New York, NY 10019

Re: St. Cabrini Nursing Home

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the MOA for the 2007-2011 League Agreement.

The expiration date of the St. Cabrini Nursing Home Collective Bargaining Agreement is September 30, 2012.

Very truly yours,

George Gresham, Secretary-Treasurer

Accepted and Agreed to:

Bruce McIver, President

Side Letter re: Electronic Transfer of Contributions and Reports

January 22, 2007

Mr. Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street, Room 1530
New York, NY 10019

Dear Mr. McIver:

The parties agree that any Employer that does not presently have the technological ability to electronically transfer contributions and reports shall make their best efforts to comply with the provisions of Section 6(A)(7) of this MOA concerning the electronic transfer of Fund contributions and related information. Any disputes about the ability of an Employer to comply with the electronic transfer provisions of this MOA shall be referred to the Collections Committee for resolution without recourse to arbitration.

Very truly yours,

George Gresham, Secretary-Treasurer
1199SEIU United Healthcare Workers East

AGREED:

League of Voluntary Hospitals
and Homes of New York

Bruce McIver, President

Side Letter re: Credit Union: Electronic Transfers

January 22, 2007

George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street, Floor 5
New York, NY 10036-6405

Re: Credit Union: Electronic Transfers

Dear Mr. Gresham:

The League agrees to seek the cooperation of the institutions listed in Schedule "B" to the 04-08 CBA and covered by our agreement to do electronic fund transfers for credit union contributions.

Sincerely,

Bruce McIver, President

Attachment A**MEMORANDUM OF AGREEMENT**

Agreement between the League of Voluntary Hospitals and Homes of New York (the "League"), as agent on behalf of each of its member institutions whose names appear on Schedule A annexed hereto and made a part hereof (each of which is hereinafter designated as the "Employer"), and 1199SEIU United Healthcare Workers East (the "Union"), acting on behalf of its members who are employed by said Employers.

WHEREAS, the League and the Union are committed to working together to maintain and improve the ability of the Employers to provide quality health care through joint labor-management efforts; to insure appropriate funding and resources for health care through joint legislative work; and to insure that there is affordable health care and access to health care for the residents of the State of New York through continuing to fund initiatives, and other joint ventures; and

WHEREAS, the League and the Union recognize that labor strife will have a disruptive influence on their ability to engage in the foregoing efforts;

NOW, THEREFORE, the League and the Union agree that Article I (Recognition) and Article XXXII (Arbitration) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

Dated: January 22, 2007
New York, New York

1199SEIU UNITED HEALTHCARE WORKERS EAST

By: _____
George Gresham, Secretary-Treasurer

LEAGUE OF VOLUNTARY HOSPITALS AND HOMES OF NEW YORK

By: _____
Bruce McIver, President

Attachment A**UNION ORGANIZING RIGHTS**

Subject to the limitations set forth in subparagraph (e) below, the following shall apply when the Union seeks to organize (i) an unrepresented unit of employees of the Employer; (ii) a job classification of employees of the Employer excluded from the arbitration procedure in Exhibit F of the CBA by operation of subparagraph (f)(iii)-(v) thereof, (iii) a job classification of employees of the Employer that an Arbitrator designated pursuant to Exhibit F of the CBA has found to be properly excluded from a represented unit; or (iv) a job classification of employees of the Employer that is listed as excluded in Stipulation I between the Union and such Employer.

(a) Notice. The Union shall serve written notice on the Employer when it commences organizing at the Employer. The notice shall identify the unit(s) or job classification(s) of the Employer's employees that the Union is seeking to represent.

(b) Rules of Conduct. The rules of conduct set forth in this subparagraph (b) shall apply as follows:

(i) Duration and Applicability. These rules of conduct shall apply only with respect to the employees in the unit(s) or job classification(s) identified in the notice required by subparagraph (a) above; shall apply beginning on the date when the Union provides said notice; and shall continue only until the earliest of the following dates:

(A) if the Union has not filed a petition for an election under subparagraphs (b)(iv) and (c) below, the date when the Union notifies the Employer that it is no longer seeking to represent the unit(s) or job classification(s) identified in said notice, or the date when the sixty (60) day period for filing such a petition elapses under subparagraph (b)(iv) below;

(B) the date when the Union withdraws its petition for such an election; or

(C) the date of such an election.

(ii) Joint Statement. Within seventy-two (72) hours after the Employer's receipt of the foregoing notice from the Union, the Employer shall post a statement jointly signed by the Union and the Employer, the substance of which shall be as set forth in Exhibit A attached hereto and made a part hereof, addressed to the employees in the identified unit(s) or classification(s).

(iii) Access. As soon as practicable, but no more than four (4) working days after the Employer receives the notice required by subparagraph (a) above, the Employer shall allow access to the

employee cafeteria and a suitable meeting room to be agreed upon by the Union and the Employer, for Union officers, organizers and delegates to meet with employees in the identified unit(s) or classification(s).

(A) The number of Union officers, organizers and delegates meeting in the employee cafeteria at any one time shall be limited to the extent necessary so as to not interfere with the operations of the Employer.

(B) The aforesaid meeting room shall be available to the Union's officers, organizers and delegates at reasonable times; shall be located away from patient care areas; and, to the extent feasible, shall not be located near supervisory or management offices. Employees in the identified unit(s) or classification(s) shall be permitted access to the meeting room during their non-working time.

(C) The Union's access under this subparagraph (b)(iii) shall be suspended when another labor organization affiliated with the AFL-CIO commences organizing employees in one or more of the unit(s) or classification(s) identified in the Union's notice under subparagraph (a) above. Such suspension shall remain in effect until the other labor organization ceases its organizing, with or without a determination under Article XXI of the AFL-CIO Constitution ("Organizing Responsibility Procedures") that the Union has the exclusive right to seek to represent the employees at issue. The Union's access shall terminate if it is determined that the other labor organization has such exclusive right. There shall be no suspension of access if the Employer encouraged or supported the other labor organization to seek representation of the employees at issue.

(D) Nothing contained in this subparagraph (b)(iii) shall be deemed a waiver of any right of access for organizing purposes that may be available to the Union under the NLRA.

(iv) Petition for Election, Preclusion and Tolling. The Union shall file its petition for an election with the NLRB, with the showing of interest required by the NLRB, within sixty (60) days after serving the notice required by subparagraph (a) above.

(A) If the Union does not file its petition within the specified time period, or if the Union files a petition and then withdraws it, the Union shall be precluded for a period of one (1) year from seeking to represent any employees in the identified unit(s) or classification(s). The one (1) year period shall begin from the earliest of the following dates: if no petition has been filed, the date when the Union notifies the Employer that it is no longer seeking to represent the identified unit(s) or classification(s), or the date when the sixty (60) day filing period elapses; or the date when the Union withdraws a petition that it has filed within the sixty (60) day period.

(B) The time period for the Union to file its petition with the NLRB under this subparagraph (b)(iv) shall be tolled if another labor organization affiliated with the AFL-CIO commences organizing employees in one or more of the unit(s) or classification(s) identified in the Union's notice under subparagraph (a) above, provided that the Union has initiated a proceeding under Article XXI of the AFL-CIO Constitution ("Organizing Responsibility Procedures") to determine whether the Union or the other labor organization has the exclusive right to organize the employees at issue. Such tolling shall be effective when the AFL-CIO takes jurisdiction over the dispute between the Union and the other labor organization, and shall continue until the AFL-CIO renders a determination in such an Article XXI proceeding awarding such exclusive right to the Union. If it is determined that the other labor organization has such exclusive right, then the provisions of this Attachment A shall no longer be applicable to the Union's organizing of employees identified in the Union's notice under subparagraph (a) above. There shall be no tolling if the Union encouraged or supported the other labor organization to seek representation of the employees at issue.

(v) Employee Freedom of Choice. Employees have the right to choose whether or not to be represented by the Union in a secret ballot election, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

(vi) No Disruption or Interference. All organizational activities subject to these provisions, including but not limited to the Union's activities in the employee cafeteria and in the meeting room pursuant to subparagraph (b)(iii) above, shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer.

(vii) Speech Standard.

(A) The Employer's campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Union and the SEIU and/or their representatives (e.g., officers and organizers). The Employer shall not tell its employees to vote against representation by the Union. The Employer may convey its position fairly, may advise employees that each of them must make his/her own decision, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Employer retains the right to communicate its opinion to employees about unionization.

(B) The Union's organizing campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Employer and, where applicable, its sponsor or

parent organization, and/or their representatives (e.g., officers, managers and supervisors). The Union may convey its position fairly, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Union retains the right to communicate its opinion to employees about unionization.

(viii) Campaign Materials. Neither the Union nor the Employer shall publish, distribute or disseminate any campaign flyers, leaflets, letters, memoranda, notices, other written materials, or any audio, video or electronic media (e.g., messages for publication via the internet or on the Union's or the Employer's website) relating to the campaign without the prior approval of the other's special representative designated for resolving disputes pursuant to subparagraph (d) below. The Arbitrator's authority with respect to any dispute concerning a proposed communication shall be limited to determining whether and how the content of the proposed communication is inconsistent with these rules of conduct, and prohibiting its issuance to the extent that it is inconsistent.

(ix) Mandatory Employer Meetings and Union Contacts with Employees.

(A) The Employer shall not hold any mandatory one-on-one or group meetings with employees, a subject of which is representation by the Union. The Employer shall not initiate one-on-one conversations with employees on the subject of representation by the Union. This shall not prohibit the Employer from responding to questions concerning unionization raised by employees at a mandatory meeting called for other purposes.

(B) The Union's representatives (e.g., officers, organizers and delegates) shall not discourage employees from attending voluntary group meetings called by the Employer to discuss unionization, or otherwise interfere with the Employer's right to hold such meetings. The Union's representatives shall respect the request of any employee who does not wish to engage in a discussion or accept literature.

(x) Correction of Inaccuracies. Nothing contained in this Agreement shall be construed as limiting either the Union's or the Employer's right to correct any inaccurate statements made by the other during the period covered by these rules of conduct, provided that the corrections are made in a manner consistent with the speech standard in subparagraph (b)(vii) above.

(xi) Use of Consultants and Other Third Parties. Neither the Union nor an Employer shall use consultants or other representatives or surrogates to engage in activities inconsistent with these rules of conduct.

(xii) Employee Groups. The Employer shall not sponsor

or encourage any group of employees who advocate a vote against union representation.

(c) Election Procedure. Elections pursuant to this Attachment A shall be conducted by secret ballot supervised by the National Labor Relations Board, and be governed by the Board's Rules and Regulations, Series 8, as amended, and the procedures outlined below:

(i) Any election petition filed by the Union with the NLRB shall be for a collective bargaining unit that conforms to the Board's rule on "Appropriate Units in the Health Care Industry," 29 C.F.R. § 103.30 (other than a unit of registered nurses, physicians, or guards), unless the NLRB finds a non-conforming unit to be appropriate under 29 C.F.R. § 103.30(b) or (c). However, the Union may petition for an election among employees in a job classification that is residual to an existing unit and for whom the Union does not have the right to seek representation pursuant to Exhibit F of the CBA. If a majority of the ballots cast by employees in the residual job classification is cast for representation by the Union, it is understood that said job classification shall be added to the existing bargaining unit to which it is residual.

(ii) When the Union petitions to represent employees in a job classification that is residual to an existing bargaining unit, and there are no issues of voter eligibility (i.e., questions of supervisory, managerial or confidential employee status), then the Union and Employer shall enter into a consent election agreement (under 29 C.F.R. § 102.62(a)) providing for an election within forty-two (42) days after the filing of the petition, and at a time and place to be determined by the parties and approved by the Regional Director, whose determination(s) on any pre- or post-election issue(s) shall be final.

(iii) When the Union petitions to represent a unit of employees that conforms to one of the specific bargaining units enumerated in 29 C.F.R. § 103.30, and there are no issues of voter eligibility, nor any issues of unit composition (i.e., job classification) affecting ten percent (10%) or more of the employees in the petitioned-for unit, then the Union and Employer shall enter into a stipulated election agreement (under 29 C.F.R. § 102.62(b)) providing for an election within forty-two (42) days after the filing of the petition, and at a time and place to be determined by the parties and approved by the Regional Director. Employees in any disputed job classification shall vote in said election subject to challenge, with ultimate disposition of the issue deferred until after the election, provided that they do not meet or exceed the ten percent (10%) limitation referred to above. Unit composition issues decided by the Regional Director shall not be subject to review by

the Board unless both parties agree, except where they involve determinative challenged ballots. The foregoing shall not affect a party's right to request review on any other issue decided by the Regional Director.

(iv) When issues exist as to the scope of the appropriate bargaining unit and/or voter eligibility and/or as to unit composition affecting ten percent (10%) or more of the employees in the petitioned-for unit, then all such issues shall be decided by the Regional Director/Board on the basis of a record made at a hearing held prior to the conduct of any election. The Employer and Union agree to exercise best efforts to avoid such issues in the interest of expediting the resolution of questions concerning representation under this procedure and nothing herein shall preclude the Employer and Union from stipulating to an election in a non-conforming unit. In the event that a pre-election hearing is necessary to resolve unit or other issues raised by the Employer, the Employer will provide the Union with an alphabetical list of the names and last known addresses of the employees in the petitioned-for unit at the commencement of the hearing.

(d) Enforcement/Arbitrator.

(i) As soon as practicable after service of the notice required by subparagraph (a) above, the Union and the Employer shall (A) each designate a special representative responsible for compliance and dispute resolution with respect to the rules of conduct set forth in subparagraph (b) above; and (B) select an Arbitrator from the panel established pursuant to paragraph (b) of Exhibit F of the CBA, who shall be authorized to resolve disputes in accordance with this subparagraph (d). If the Employer alleges that the Union failed to comply with the notice requirements of subparagraph (a) above, then an Arbitrator shall be selected at the time that such claim is asserted. The Union and the Employer shall equally share the costs and expenses of the Arbitrator.

(ii) Within twenty-four (24) hours after the special representatives of the Union and the Employer have been designated, they shall hold an initial conference among themselves to discuss the provisions of this Attachment A and begin identifying and seeking to resolve issues relating to their application (e.g., designation of a suitable meeting room under subparagraph (b)(iii) above).

(iii) If the Union and the Employer deem it necessary, after the foregoing meeting of the special representatives, the Arbitrator shall hold an initial conference with them to discuss the provisions of this Attachment A.

(iv) Except as set forth in this subparagraph (d), the Arbitrator shall have sole authority to hear any case and award an

appropriate remedy concerning any dispute between the Union and the Employer relating to the interpretation or application of the rules of conduct set forth in subparagraph (b) above; any claim that either party breached said rules of conduct; and/or any claim that the Union failed to comply with the notice requirements of subparagraph (a) above. In addition:

(A) In cases where the Employer allegedly has discharged, disciplined or retaliated against an employee, the Arbitrator shall only have the authority to determine whether the Employer acted in reprisal for the employee's protected concerted activity in violation of the NLRA and, if the claim is found to have merit, to award a remedy available under the NLRA.

(B) In cases where it is alleged that either the Union or the Employer has violated the rules of conduct set forth in sub-paragraph (b) above to such an extent that the violation(s) affected the outcome of the election, and the Arbitrator so finds, then the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election by the NLRB, provided that the objecting party has filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, then the objecting party shall withdraw its objections filed with the NLRB.

(C) In no event shall the Arbitrator have authority to compel recognition of the Union or issue a bargaining order.

(v) The Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Attachment A.

(vi) Disputes between the Union and the Employer shall first be addressed by their special representatives. If the special representatives are unable to resolve the dispute, then they shall submit the issue to the Arbitrator within twenty-four (24) hours after the dispute first arose. The Arbitrator shall issue a determination within the next seventy-two (72) hours in any disagreement arising during the first thirty (30) days following service of the Union's notice pursuant to subparagraph (a) above. Thereafter, the Arbitrator shall issue a determination within twenty-four (24) hours. If necessary to meet these time limitations, the Arbitrator may direct the parties to submit their evidence and any position statements by facsimile, and may hear testimony via telephone.

The foregoing time limitations shall not apply in cases described in subparagraph (d)(iv)(A) and (B) above.

(vii) The Arbitrator's decision shall be deemed final and binding by the parties to the proceeding. Should the Union or the Employer decide to challenge the Arbitrator's decision in court, both shall comply with the decision unless and until a court issues

an order staying or vacating the decision.

(e) Limitations. The provisions of subparagraphs (a) through (d) above shall not apply:

(i) with respect to a specifically identified unit or classification listed as excluded in Article I, paragraph 1 (b) of this Agreement;

(ii) with respect to any unit that would be inappropriate for collective bargaining or representation by the Union under the NLRA;

(iii) to the Employer in its conduct toward any labor organization other than the Union;

(iv) to the Employer in its conduct toward the Union and any labor organization not affiliated with the AFL-CIO when both have commenced organizing any employees of the Employer in one or more unit(s) or classification(s), in which event said provisions also shall not apply to the Union;

(v) to the Employer in its conduct toward the Union and any labor organization affiliated with the AFL-CIO when both have commenced organizing employees of the Employer in one or more unit(s) or classification(s), and:

(A) a determination is made under Article XXI of the AFL-CIO Constitution that neither the Union nor the other labor organization has exclusive organizing rights with respect to the employees at issue; or

(B) the Union is determined to have exclusive organizing rights under Article XXI of the AFL-CIO Constitution with respect to the employees at issue, but the other labor organization continues to organize such employees; or

(C) the other labor organization is determined to have exclusive organizing rights under Article XXI of the AFL-CIO Constitution with respect to the employees at issue.

(vi) at Employer locations or facilities where the Union does not already represent employees; or

(vii) following the end of the term of this Agreement, unless such provisions are extended by mutual agreement of the League and the Union.

(f) No Change to Other Provisions. Except as specifically provided otherwise, nothing contained in this Attachment A shall be deemed to modify or supersede any other provision of this Agreement.

(g) Subsequent Agreements. Nothing in this Attachment A shall preclude an Employer from agreeing with the Union to an alternate method, for determining whether a majority of the Employer's employees wish to be represented by the Union.

EXHIBIT A to Attachment A**[Employer Letterhead]**

To **[Unit or Classification]** Employees of **[Employer]**:

1199SEIU is seeking to represent you **[if applicable, insert location]** for purposes of collective bargaining. **[Employer]** and 1199 have jointly prepared this letter and the accompanying information sheet in the shared belief that you should understand the nature of the relationship between **[Employer]** and 1199, your rights under the circumstances and the process that will be followed as the Union seeks to gain your support.

[Employer] is a member of the League of Voluntary Hospitals and Homes of New York, which, together with its members, is committed to working with 1199 to maintain and improve the ability of hospitals to provide quality health care through joint labor-management efforts; to ensure appropriate funding and resources for health care and access to health care for the residents of the State of New York through continuing to fund initiatives, and other joint ventures.

The League and its members, including **[Employer]**, also recognize that labor strife has a disruptive effect on these joint efforts. Accordingly, **[Employer]** and 1199 have agreed to the additional procedures and rules of conduct described in the accompanying information sheet in order to help you make an informed decision on this important issue in an atmosphere that supports your freedom of choice.

The Employer and the Union have agreed that any communications about organizing will be factual and that each of us will not disparage the other's motive, mission or representatives. The **(insert name of employer)** has agreed that it will not tell employees to vote against representation by the Union. The Employer and the Union have agreed that each of us may convey its position fairly and may provide employees with factual information to support an informed decision. Subject to the foregoing rules, the Employer and the Union retain the right to communicate their opinions about unionization to the employees.

Employees have the right to choose whether or not to be represented by the Union in a secret ballot election, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

We encourage you to read the attached Rules of Conduct and information sheet as they contain important information about your rights.

Sincerely yours,

[NAME & TITLE]

[EMPLOYER]

Sincerely yours,

George Gresham, President

1199SEIU United Healthcare Workers East

EXHIBIT A to Attachment A (continued)
INFORMATION SHEET

Under federal law, whether the [Unit or Classification] employees shall be represented by 1199 will be determined by a secret-ballot election conducted by the National Labor Relations Board (“NLRB”), an agency of the U.S. government. Before the NLRB will conduct an election, 1199 must demonstrate that at least 30% of the employees in [Either: (i) each of the foregoing employee groups, or (ii) the foregoing employee group] desire union representation.

1199 is or will be asking employees to sign authorization cards as a way to demonstrate such support, and the NLRB will not conduct an election unless the Union has a sufficient number of signed cards. Prior to the election, the NLRB will determine which employees are eligible to vote; however, the majority of those who actually vote will determine the result of the election. In other words, 50% + 1 of the employees who actually cast ballots will determine whether or not 1199 shall represent all of the employees in [Either: (i) each of the foregoing employee groups, or (ii) the foregoing employee group].

Each employee has the right to participate or refrain from participating in union activities, including the right to sign or not to sign union authorization cards. [Employer] and 1199 support the freedom of workers to join a union, as well as their right to choose not to do so. [Employer] and 1199 agree that, when employees are making such an important decision, it is essential that they have access to accurate and factual information about the organization that is seeking to represent them, and about what it means to be represented by a union.

Employees have the right to distribute literature concerning support for or opposition to union representation **on non-working time, in non-working areas** such as break rooms, cafeterias, parking lots, smoking areas and other places outside the hospital.

Employees have the right **on non-working time** to solicit each other in support of or opposition to the union except in patient care areas. The term “solicit” means verbal communications and includes solicitation to sign union authorization cards. The term “patient care areas” includes areas such as operating rooms, treatment rooms, patient rooms, patient lounges and immediately adjacent corridors.

Provided that it does not interfere with their work or with patient care, employees may talk about whether or not they want to be represented by a union and workplace issues including wage rates, disciplinary system, employer policies and rules and working conditions in a non-patient care area under the same terms applicable to any other private conversation between employees.

ORGANIZING RULES OF CONDUCT

Freedom of Choice. Employees have the right to choose whether or not to be represented by the Union in a secret ballot election, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

Access. The Employer shall allow access to the employee cafeteria and a suitable meeting room for Union officers, organizers and delegates to meet with employees in the identified unit(s) or classification(s). The number of Union officers, organizers and delegates meeting in the employee cafeteria at any one time shall be limited to the extent necessary so as to not interfere with the operations of the Employer. Employees in the identified unit(s) or classification(s) shall be permitted access to the meeting room during their non-working time.

No Disruption or Interference. All organizational activities by the Union, including but not limited to the Union's activities in the employee cafeteria and in the meeting room shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer.

Speech Standard.

- (a) The Employer's campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Union and the SEIU and/or their representatives (e.g., officers and organizers). The Employer shall not tell its employees to vote against representation by the Union. The Employer may convey its position fairly, may advise employees that each of them must make his/her own decision, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Employer retains the right to communicate its opinion to employees about unionization.
- (b) The Union's organizing campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Employer and, where applicable, its sponsor or parent organization, and/or their representatives (e.g., officers, managers and supervisors). The Union may convey its position fairly, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Union retains the right to communicate its opinion to employees about unionization.

Mandatory Employer Meetings and Union Contacts with Employees.

- (a) The Employer shall not hold any mandatory one-on-one or group meetings with employees, a subject of which is representation by the Union. The Employer shall not initiate one-on-one conversations with employees on the subject of representation by the Union. However, this prohibition
- shall not apply in social settings, in cafeterias available to employees, in non-work areas and/or on non-work time and when employees are off duty,
 - nor shall it prohibit the Employer from responding to questions concerning unionization raised by employees at a mandatory meeting called for other purposes.
- (b) The Union's representatives (e.g., officers, organizers and delegates) shall not discourage employees from attending voluntary group meetings called by the Employer to discuss unionization, or otherwise interfere with the Employer's right to hold such meetings. The Union's representatives shall respect the request of any employee who does not wish to engage in a discussion or accept literature.

Election Procedure. Elections will be conducted by secret ballot supervised by the National Labor Relations Board and governed by the Board's rules and regulations.

Side Letter to Attachment A

January 22, 2007

Mr. Bruce McIver
President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street, Suite 1530
New York, New York 10019

Dear Bruce:

This letter is delivered simultaneously with the execution of the collective bargaining agreement between 1199 and the League ("CBA"), commencing July 1, 2007 and has the same force and effect as if set forth in the CBA.

This confirms that the Employer's agreement that it will not initiate one-on-one conversations with employees on the subject of representation by the Union as provided in Subsection (b)(ix)(A) of Attachment A shall not apply

- (a) in social settings;
- (b) in cafeterias available to employees;
- (c) in non-work areas and/or on non-work time; and
- (d) when employees are off duty.

Very truly yours,

1199SEIU United Healthcare Workers East

By: _____
George Gresham, Secretary-Treasurer

AGREED:

League of Voluntary Hospitals and Homes of New York

By: _____
Bruce McIver, President

Side Letter to Attachment A

January 22, 2007

George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, New York 10036

Dear George:

This letter is delivered simultaneously with the execution of the collective bargaining agreement between 1199 and the League ("CBA"), commencing July 1, 2007, and has the same force and effect as if set forth in the CBA.

This confirms that the new paragraph 9 of Article I (Attachment A) and the new paragraph 13 of Article XXXII (Exhibit F) of the CBA supersede the existing agreement between the Union and Beth Israel Medical Center concerning the same subject matter as those paragraphs.

Very truly yours,

League of Voluntary Hospitals
and Homes of New York

By: _____
Bruce McIver, President

AGREED:

1199SEIU United Healthcare Workers East

By: _____
George Gresham, Secretary-Treasurer

Side Letter to Attachment A

January 22, 2007

Mr. Bruce McIver
President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street, Suite 1530
New York, NY 10019

Dear Bruce:

This letter is delivered simultaneously with the execution of the collective bargaining agreement between 1199 and the League ("CBA"), commencing July 1, 2007, and has the same force and effect as if set forth in the CBA.

This confirms that, in agreeing to the terms of the new paragraph 9 of Article I (Attachment A) and the new paragraph 13 of Article XXXII (Exhibit F) of the CBA, the parties relied on their own independent understanding of the meaning of those terms. Accordingly, in interpreting and applying said Attachment A and Exhibit F, neither of the parties nor any Employer shall cite or otherwise rely upon:

- (a) any other collectively bargained agreement on the same subject matter, including but not limited to the agreement between Catholic Healthcare West and the SEIU, or any arbitral opinion and award (including but not limited to the Decision and Award of Gerald R. McKay dated June 8, 2001) or court or administrative decision interpreting or applying same; or
- (b) any of the proposals and counter-proposals, and any statements and positions concerning same, by the League and the Union in the course of negotiations with respect to said Attachment A and Exhibit F.

In addition, no evidence with respect to the matters described in either (a) or (b) above shall be offered or received in any arbitration or other action or proceeding arising out of a dispute concerning the interpretation or application of said Attachment A and Exhibit F. The arbitrator or other trier of fact in such an action or proceeding shall not consider, cite or otherwise reply upon such evidence.

The League and 1199 further agree that this letter shall be confidential and shall not be released except to members of the League and to other entities having collective bargaining agreements with 1199 that contain the same or substantially similar terms as those set forth in said Attachment A and Exhibit F. The Union, the League and its members, and the aforesaid entities may use this letter in any circumstance to demonstrate that the terms of this letter are being violated.

Very truly yours,

AGREED

1199SEIU United Healthcare Workers East

League of Voluntary Hospitals and
Homes of New York

By: _____
George Gresham, Secretary-Treasurer

By: _____
Bruce McIver, President

Side Letter Concerning Certain League Homes

January 22, 2007

Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street
New York, N.Y. 10019

Re: Side Letter Concerning Certain League Homes

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the 2007-2011 Collective Bargaining Agreement between 1199SEIU United Healthcare Workers East (“1199” or “Union”) and the League of Voluntary Hospitals and Homes of New York (“League”), concerning the following nursing home Employers: Beth Abraham Health Services, Center for Nursing & Rehabilitation, Eger Health Care and Rehabilitation Center, Isabella Geriatric Center, Jewish Home & Hospital (Manhattan and Bronx Divisions), Morningside House, Parker Jewish Institute For Health Care and Rehabilitation, Sephardic Home, United Odd Fellow & Rebekah, Rivington House (“Homes”).

This letter confirms that the provisions contained herein are preserved terms and conditions, encompassed under Article XXXV (Supersedes MOA) of this Agreement, and shall continue to apply to the Homes listed above:

1. **Minimum Hiring Rates:** See Attachment 1.
2. **Pharmacist Industry Credit:** Pharmacists will be credited with one (1) year for each year of hospital or nursing home experience as a Pharmacist, and one (1) year for every two (2) years as a Pharmacist in the retail industry, provided that there has not been a break of three (3) years or more as a Pharmacist.
3. **LPN experience differentials:** Effective May 1, 2002 the following yearly experience rates shall become effective for in-house experience as an LPN on the Employee's appropriate anniversary date:

2 years	\$500
4 years	\$800
6 years	\$1200
10 years	\$2000
15 years	\$2350
20 years	\$3000

The contractual increases do not apply to the experience differentials.

Those Employers who currently provide a better total compensation benefit (base rate plus experience) shall continue to provide the same and shall not be subject to this provision of this side letter.

4. **EOWO for Pharmacists:** The Employer shall have the right to require Pharmacists to work every other weekend.

5. **LPN in charge pay:** When an LPN is designated as "in charge of the Facility" she/he shall receive three (3) hours pay for the shift, in addition to the Employee's regular pay for the shift.

6. **Patient Abuse Investigation Language:** The Employer shall conduct resident abuse investigations in an expeditious manner. While it is the Union's position that no Employee should be suspended without pay pending the investigation but instead should be maintained in their current position or reassigned to non-resident care duties with pay, in the event the Employer does suspend an Employee pending investigation the parties agree that it shall not do so for more than four (4) days, excluding Saturdays, Sundays, and holidays. In the event the Employer's investigation cannot be completed within four (4) days due to the unavailability of a witness, then the Employer can continue the suspension for up to three (3) additional days, excluding Saturdays, Sundays, and holidays. If the investigation is still not complete, the Employer may request permission to extend the suspension but cannot do so unless permission is granted by the Union. The Employee may utilize any accrued paid time, i.e. vacation days and holidays. In the event the Employer determines that the Employee did not engage in any wrongful act then the Employee shall be fully compensated for all lost wages and any accrued paid time used. This provision shall not be deemed a waiver of any rights under the grievance and arbitration provisions.

7. **Safety and Health Committee:**

A. The Employer, the Union, and the individual Employee shall cooperate in encouraging the maintenance of a safe and healthy work place. The Employer shall comply with all Federal, State and local laws, including recently adopted OSHA pathogen standards. The Union shall agree to cooperate in encouraging such rules as are necessary to comply with such laws.

B. The Employer shall provide a minimum of four (4) hours health and safety training for all Employees on work time.

Employees shall receive annually an updated training session. The Union health and safety department will work with the Employer on course content.

C. The Employer and the Union shall cooperate to investigate, identify and remove conditions which are hazardous to an Employee's safety and health.

D. A Safety and Health Committee composed of three (3) to five (5) Union and three (3) to five (5) Employer representatives shall be formed to implement this Article. It is agreed that the Union's safety and health committee and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and that the Union, Union safety and health committees, and their officers, Employees and agents shall not be liable for any work-connected injuries, disabilities or disease which may be incurred by Employees.

E. Members of the Union-Management Occupational Safety and Health Committee and members of the Union Occupational Safety and Health Committee will be paid their regular rate of pay for a minimum of four (4) hours per month for attending OSHA committee meetings, conducting inspections, or performing any other function designated by the Committees. Furthermore, an Employee who accompanies a Federal, State or local occupational safety and health inspector on an inspection tour will be paid at his/her regular rate of pay for this time.

F. In the event that any Employee shall be exposed to any communicable disease, the Employer agrees to promptly review proper procedures to be followed by Employees exposed to such communicable diseases.

G. Where an Employee comes in contact with blood and other body fluids as a result of his/her job duties, the Employer will provide Hepatitis B vaccine to the Employee at no cost to the Employee.

8. **Rivington House side letter:** See Attachment 2.

9. **Contract Administrators:** See Attachment 3.

If you are in agreement with the forgoing, please sign below.

Very truly yours,

George Gresham, Secretary-Treasurer

Accepted and agreed to:
League of Voluntary Homes
and Hospitals of New York

Bruce McIver, President

ATTACHMENT "1"
TO SIDE LETTER CONCERNING CERTAIN LEAGUE HOMES

ALPHABETICAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Cashier/Dietary	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Cook's Helper	\$600.12	\$618.87	\$617.44	\$637.44	\$636.56	\$656.56	\$656.26	\$676.26
Dietary Clerk	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Dietary Worker	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
First Cook.....	\$741.54	\$764.71	\$767.65	\$787.65	\$791.28	\$811.28	\$815.62	\$835.62
Housekeeping Worker	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Laundry Worker I.....	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Laundry Worker II.....	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Lead Dietary Worker	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Lead Housekeeper	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Nursing Attendant	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Pot Washer.....	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Presser	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Second Cook.....	\$684.96	\$706.36	\$707.55	\$727.55	\$729.38	\$749.38	\$751.86	\$771.86
Senior Nursing Attendant.....	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Sewing Machine Operator	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Soiled Laundry Handler	\$576.63	\$594.65	\$592.49	\$612.49	\$610.86	\$630.86	\$629.79	\$649.79
Third Cook/Special Order Cook.....	\$647.27	\$667.50	\$667.53	\$687.53	\$688.16	\$708.16	\$709.40	\$729.40
Ward Clerk.....	\$579.54	\$597.65	\$595.58	\$615.58	\$614.05	\$634.05	\$633.07	\$653.07
Washer.....	\$606.45	\$625.40	\$624.16	\$644.16	\$643.48	\$663.48	\$663.38	\$683.38

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Waxer Stripper	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Ambulance Attendant	\$591.25	\$609.73	\$608.02	\$628.02	\$626.86	\$646.86	\$646.27	\$666.27
Ambulance Driver/Attendant.....	\$703.86	\$725.85	\$727.63	\$747.63	\$750.06	\$770.06	\$773.16	\$793.16
Ambulance Drive	\$600.14	\$618.89	\$617.46	\$637.46	\$636.58	\$656.58	\$656.28	\$676.28
Carpenter A	\$744.66	\$767.93	\$770.97	\$790.97	\$794.70	\$814.70	\$819.14	\$839.14
Carpenter B	\$684.96	\$706.36	\$707.55	\$727.55	\$729.38	\$749.38	\$751.86	\$771.86
Carpenter's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Central Supply Attendant	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Electrician A.....	\$766.70	\$790.66	\$794.38	\$814.38	\$818.81	\$838.81	\$843.97	\$863.97
Electrician B.....	\$706.99	\$729.08	\$730.95	\$750.95	\$753.48	\$773.48	\$776.68	\$796.68
Electrician's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Engineer - two licenses required	\$1,106.36	\$1,140.93	\$1,155.16	\$1,175.16	\$1,190.41	\$1,210.41	\$1,226.72	\$1,246.72
Fireman.....	\$653.56	\$673.98	\$674.20	\$694.20	\$695.03	\$715.03	\$716.48	\$736.48
Groundskeeper	\$591.25	\$609.73	\$608.02	\$628.02	\$626.86	\$646.86	\$646.27	\$666.27
Incinerator Attendant	\$628.18	\$647.81	\$647.24	\$667.24	\$667.26	\$687.26	\$687.88	\$707.88
Lead Carpenter	\$791.81	\$816.55	\$821.05	\$841.05	\$846.28	\$866.28	\$872.27	\$892.27
Lead Electrician	\$835.81	\$861.93	\$867.79	\$887.79	\$894.42	\$914.42	\$921.85	\$941.85
Lead Painter	\$738.39	\$761.46	\$764.30	\$784.30	\$787.83	\$807.83	\$812.06	\$832.06
Lead Plumber.....	\$807.48	\$832.71	\$837.69	\$857.69	\$863.42	\$883.42	\$889.92	\$909.92
Maintenance Mechanic	\$706.99	\$729.08	\$730.95	\$750.95	\$753.48	\$773.48	\$776.68	\$796.68
Maintenance Worker	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Mason/Plasterer.....	\$728.95	\$751.73	\$754.28	\$774.28	\$777.51	\$797.51	\$801.44	\$821.44
Morgue Attendant.....	\$618.96	\$638.30	\$637.45	\$657.45	\$657.17	\$677.17	\$677.49	\$697.49
Motor Vehicle Operator.....	\$600.13	\$618.89	\$617.46	\$637.46	\$636.58	\$656.58	\$656.28	\$676.28

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Painter A.....	\$678.66	\$699.87	\$700.87	\$720.87	\$722.50	\$742.50	\$744.78	\$764.78
Painter B.....	\$653.56	\$673.98	\$674.20	\$694.20	\$695.03	\$715.03	\$716.48	\$736.48
Painter's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Plumber A.....	\$757.26	\$780.92	\$784.35	\$804.35	\$808.48	\$828.48	\$833.33	\$853.33
Plumber B.....	\$688.15	\$709.65	\$710.94	\$730.94	\$732.87	\$752.87	\$755.46	\$775.46
Plumber's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Stationary Engineer - one license req.	\$948.92	\$978.57	\$987.93	\$1,007.93	\$1,018.17	\$1,038.17	\$1,049.32	\$1,069.32
Trades Helper.....	\$588.32	\$606.70	\$604.90	\$624.90	\$623.65	\$643.65	\$642.96	\$662.96
Accounting Clerk.....	\$606.46	\$625.41	\$624.17	\$644.17	\$643.50	\$663.50	\$663.41	\$683.41
Accounts Payable/Receivable.....	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Admin/Exec/Secretary III	\$703.86	\$725.86	\$727.64	\$747.64	\$750.07	\$770.07	\$773.17	\$793.17
Admitting Clerk.....	\$603.23	\$622.08	\$620.74	\$640.74	\$639.96	\$659.96	\$659.76	\$679.76
Cashier (Business Office).....	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Clerk/Typist.....	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Clerk.....	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Key Punch Operator.....	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Mailroom Clerk.....	\$576.63	\$594.65	\$592.49	\$612.49	\$610.86	\$630.86	\$629.79	\$649.79
Medical Records/Coding Clerk	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Payroll Clerk.....	\$615.85	\$635.09	\$634.14	\$654.14	\$653.76	\$673.76	\$673.97	\$693.97
Receptionist.....	\$582.51	\$600.71	\$598.73	\$618.73	\$617.29	\$637.29	\$636.41	\$656.41
Registrar.....	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Secretary	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Senior Secretary/Secretary II	\$669.25	\$690.16	\$690.86	\$710.86	\$712.19	\$732.19	\$734.16	\$754.16
Telephone Operator	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Typist/Transcriptionist (Medical).....	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Typist/Transcriptionist.....	\$615.85	\$635.09	\$634.14	\$654.14	\$653.76	\$673.76	\$673.97	\$693.97
ADA Dietitian.....								
0-2 Years.....	\$905.77	\$934.08	\$942.10	\$962.10	\$970.96	\$990.96	\$1,000.69	\$1,020.69
2-4 Years.....	\$927.33	\$956.31	\$965.00	\$985.00	\$994.55	\$1,014.55	\$1,024.99	\$1,044.99
4-10 Years.....	\$948.90	\$978.55	\$987.91	\$1,007.91	\$1,018.15	\$1,038.15	\$1,049.29	\$1,069.29
10+ Years.....	\$970.47	\$1,000.80	\$1,010.82	\$1,030.82	\$1,041.74	\$1,061.74	\$1,073.59	\$1,093.59
Cert. Respiratory Therapy Technician	\$725.81	\$748.49	\$750.94	\$770.94	\$774.07	\$794.07	\$797.89	\$817.89
Dental Technician Assistant Certified.	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Dental Assistant	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Dental Hygienist	\$694.37	\$716.07	\$717.55	\$737.55	\$739.68	\$759.68	\$762.47	\$782.47
EEG Technician	\$684.96	\$706.36	\$707.55	\$727.55	\$729.38	\$749.38	\$751.86	\$771.86
EKG Technician	\$634.74	\$654.57	\$654.21	\$674.21	\$674.44	\$694.44	\$695.27	\$715.27
Graduate Dietitian	\$779.26	\$803.61	\$807.72	\$827.72	\$832.55	\$852.55	\$858.13	\$878.13
Graduate Pharmacist	\$939.79	\$969.16	\$978.23	\$998.23	\$1,008.18	\$1,028.18	\$1,039.03	\$1,059.03
Hemodialysis Technician	\$694.37	\$716.07	\$717.55	\$737.55	\$739.68	\$759.68	\$762.47	\$782.47
Histology Technician I	\$710.09	\$732.27	\$734.24	\$754.24	\$756.87	\$776.87	\$780.18	\$800.18
Histology Technician II	\$741.54	\$764.71	\$767.65	\$787.65	\$791.28	\$811.28	\$815.62	\$835.62
Infant Care Technician.....	\$615.85	\$635.09	\$634.14	\$654.14	\$653.76	\$673.76	\$673.97	\$693.97
Laboratory Technician I.....								
0-2 Years.....	\$761.99	\$785.80	\$789.37	\$809.37	\$813.65	\$833.65	\$838.66	\$858.66
2-5 Years.....	\$773.51	\$797.68	\$801.61	\$821.61	\$826.26	\$846.26	\$851.65	\$871.65
5-10 Years.....	\$787.88	\$812.50	\$816.88	\$836.88	\$841.99	\$861.99	\$867.85	\$887.85

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
10-15 Years	\$809.45	\$834.74	\$839.78	\$859.78	\$865.57	\$885.57	\$892.14	\$912.14
15+ Years	\$830.99	\$856.96	\$862.67	\$882.67	\$889.15	\$909.15	\$916.42	\$936.42
Laboratory Technician II								
0-2 Years	\$795.05	\$819.89	\$824.49	\$844.49	\$849.82	\$869.82	\$875.91	\$895.91
2-5 Years	\$806.56	\$831.77	\$836.72	\$856.72	\$862.42	\$882.42	\$888.89	\$908.89
5-10 Years	\$820.95	\$846.60	\$852.00	\$872.00	\$878.16	\$898.16	\$905.10	\$925.10
10-15 Years	\$842.51	\$868.83	\$874.89	\$894.89	\$901.74	\$921.74	\$929.39	\$949.39
15+ Years	\$864.06	\$891.06	\$897.79	\$917.79	\$925.32	\$945.32	\$953.68	\$973.68
Laboratory Technician - Merged								
0-2 Years	\$740.02	\$763.14	\$766.03	\$786.03	\$789.61	\$809.61	\$813.90	\$833.90
2-5 Years	\$751.19	\$774.66	\$777.90	\$797.90	\$801.84	\$821.84	\$826.50	\$846.50
5-10 Years	\$765.15	\$789.06	\$792.73	\$812.73	\$817.11	\$837.11	\$842.22	\$862.22
10-15 Years	\$786.09	\$810.66	\$814.98	\$834.98	\$840.03	\$860.03	\$865.83	\$885.83
15+ Years	\$807.04	\$832.25	\$837.22	\$857.22	\$862.94	\$882.94	\$889.43	\$909.43
Laboratory Technologist I								
0-2 Years	\$833.89	\$859.95	\$865.75	\$885.75	\$892.32	\$912.32	\$919.69	\$939.69
2-5 Years	\$845.39	\$871.81	\$877.96	\$897.96	\$904.90	\$924.90	\$932.65	\$952.65
5-10 Years	\$859.76	\$886.63	\$893.23	\$913.23	\$920.63	\$940.63	\$948.85	\$968.85
10-15 Years	\$881.33	\$908.87	\$916.14	\$936.14	\$944.22	\$964.22	\$973.15	\$993.15
15+ Years	\$902.89	\$931.10	\$939.03	\$959.03	\$967.80	\$987.80	\$997.43	\$1,017.43

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Laboratory Technologist II								
0-2 Years.....	\$895.70	\$923.69	\$931.40	\$951.40	\$959.94	\$979.94	\$989.34	\$1,009.34
2-5 Years.....	\$907.22	\$935.56	\$943.63	\$963.63	\$972.54	\$992.54	\$1,002.32	\$1,022.32
5-10 Years.....	\$921.59	\$950.39	\$958.90	\$978.90	\$988.27	\$1,008.27	\$1,018.52	\$1,038.52
10-15 Years.....	\$943.15	\$972.62	\$981.80	\$1,001.80	\$1,011.85	\$1,031.85	\$1,042.81	\$1,062.81
15+ Years.....	\$964.72	\$994.86	\$1,004.71	\$1,024.71	\$1,035.45	\$1,055.45	\$1,067.11	\$1,087.11
Laboratory Technologist - Merged								
0-2 Years.....	\$809.83	\$835.13	\$840.18	\$860.18	\$865.99	\$885.99	\$892.57	\$912.57
2-5 Years.....	\$821.00	\$846.65	\$852.05	\$872.05	\$878.21	\$898.21	\$905.16	\$925.16
5-10 Years.....	\$834.96	\$861.05	\$866.88	\$886.88	\$893.49	\$913.49	\$920.89	\$940.89
10-15 Years.....	\$855.91	\$882.65	\$889.13	\$909.13	\$916.40	\$936.40	\$944.49	\$964.49
15+ Years.....	\$876.85	\$904.25	\$911.38	\$931.38	\$939.32	\$959.32	\$968.10	\$988.10
Laboratory Trainee.....	\$622.14	\$641.57	\$640.82	\$660.82	\$660.64	\$680.64	\$681.06	\$701.06
Lead X-Ray Technician	\$1,002.30	\$1,033.62	\$1,044.63	\$1,064.63	\$1,076.57	\$1,096.57	\$1,109.47	\$1,129.47
Licensed Practical Nurse.....	\$798.09	\$823.03	\$827.72	\$847.72	\$853.15	\$873.15	\$879.34	\$899.34
Operating Room Technician	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Practical Dietitian	\$666.11	\$686.92	\$687.53	\$707.53	\$708.76	\$728.76	\$730.62	\$750.62
Radiotherapy Technician.....								
0-2 Years.....	\$798.06	\$823.00	\$827.69	\$847.69	\$853.12	\$873.12	\$879.31	\$899.31
3+ Years.....	\$864.06	\$891.06	\$897.79	\$917.79	\$925.32	\$945.32	\$953.68	\$973.68
Reg. Elig. Nuclear Medical Technician	\$757.28	\$780.94	\$784.37	\$804.37	\$808.50	\$828.50	\$833.36	\$853.36
Registry Elig. Respiratory Therapist ...	\$900.09	\$928.22	\$936.07	\$956.07	\$964.75	\$984.75	\$994.29	\$1,014.29

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Registered Pharmacist								
0-2 Years.....	\$1,480.60	\$1,526.87	\$1,552.68	\$1,572.68	\$1,599.86	\$1,619.86	\$1,648.46	\$1,668.46
6-9 Years.....	\$1,536.26	\$1,584.27	\$1,611.80	\$1,631.80	\$1,660.75	\$1,680.75	\$1,711.17	\$1,731.17
3-5 Years.....	\$1,580.79	\$1,630.19	\$1,659.10	\$1,679.10	\$1,709.47	\$1,729.47	\$1,761.35	\$1,781.35
10+ Years.....	\$1,669.85	\$1,722.03	\$1,753.69	\$1,773.69	\$1,806.90	\$1,826.90	\$1,861.71	\$1,881.71
Reg. Nuclear Medical Technologist.....								
0-2 Years.....	\$798.06	\$823.00	\$827.69	\$847.69	\$853.12	\$873.12	\$879.31	\$899.31
2-4 Years.....	\$864.06	\$891.06	\$897.79	\$917.79	\$925.32	\$945.32	\$953.68	\$973.68
5+ Years.....	\$904.91	\$933.19	\$941.19	\$961.19	\$970.03	\$990.03	\$999.73	\$1,019.73
Registered Respiratory Therapist.....	\$937.61	\$966.90	\$975.91	\$995.91	\$1,005.79	\$1,025.79	\$1,036.56	\$1,056.56
Registered Ultra Sound Technologist.	\$937.61	\$966.90	\$975.91	\$995.91	\$1,005.79	\$1,025.79	\$1,036.56	\$1,056.56
Respiratory Therapy Technician.....	\$688.15	\$709.65	\$710.94	\$730.94	\$732.87	\$752.87	\$755.46	\$775.46
Respiratory Therapy Trainee.....	\$591.25	\$609.73	\$608.02	\$628.02	\$626.86	\$646.86	\$646.27	\$666.27
Social Work Assistant.....								
0-1 Year.....	\$756.53	\$780.17	\$783.58	\$803.58	\$807.69	\$827.69	\$832.52	\$852.52
1-2 Years.....	\$783.15	\$807.62	\$811.85	\$831.85	\$836.81	\$856.81	\$862.51	\$882.51
2-3 Years.....	\$809.94	\$835.25	\$840.31	\$860.31	\$866.12	\$886.12	\$892.70	\$912.70
3-4 Years.....	\$836.56	\$862.70	\$868.58	\$888.58	\$895.24	\$915.24	\$922.70	\$942.70
MSW Social Worker.....								
0-1 Year.....	\$923.22	\$952.07	\$960.63	\$980.63	\$990.05	\$1,010.05	\$1,020.35	\$1,040.35
1-2 Years.....	\$949.05	\$978.71	\$988.07	\$1,008.07	\$1,018.31	\$1,038.31	\$1,049.46	\$1,069.46
2-3 Years.....	\$976.17	\$1,006.67	\$1,016.87	\$1,036.87	\$1,047.98	\$1,067.98	\$1,080.02	\$1,100.02

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
3-4 Years	\$1,002.65	\$1,033.97	\$1,044.99	\$1,064.99	\$1,076.94	\$1,096.94	\$1,109.85	\$1,129.85
4-5 Years	\$1,029.14	\$1,061.29	\$1,073.13	\$1,093.13	\$1,105.92	\$1,125.92	\$1,139.70	\$1,159.70
5-6 Years	\$1,055.60	\$1,088.59	\$1,101.25	\$1,121.25	\$1,134.89	\$1,154.89	\$1,169.54	\$1,189.54
6-7 Years	\$1,082.07	\$1,115.88	\$1,129.36	\$1,149.36	\$1,163.84	\$1,183.84	\$1,199.36	\$1,219.36
7-8 Years	\$1,108.56	\$1,143.20	\$1,157.50	\$1,177.50	\$1,192.83	\$1,212.83	\$1,229.21	\$1,249.21
8-9+ Years	\$1,135.01	\$1,170.48	\$1,185.59	\$1,205.59	\$1,221.76	\$1,241.76	\$1,259.01	\$1,279.01
Senior Social Worker								
0-1 Year	\$1,149.80	\$1,185.73	\$1,201.30	\$1,221.30	\$1,237.94	\$1,257.94	\$1,275.68	\$1,295.68
1-2 Years	\$1,176.28	\$1,213.04	\$1,229.43	\$1,249.43	\$1,266.91	\$1,286.91	\$1,305.52	\$1,325.52
2-3 Years	\$1,202.75	\$1,240.33	\$1,257.54	\$1,277.54	\$1,295.87	\$1,315.87	\$1,335.35	\$1,355.35
3-4 Years	\$1,229.23	\$1,267.64	\$1,285.67	\$1,305.67	\$1,324.84	\$1,344.84	\$1,365.19	\$1,385.19
Special Procedure Technician	\$952.08	\$981.83	\$991.28	\$1,011.28	\$1,021.62	\$1,041.62	\$1,052.87	\$1,072.87
Ultra Sound Technologist	\$905.46	\$933.75	\$941.76	\$961.76	\$970.61	\$990.61	\$1,000.33	\$1,020.33
X-Ray Technician								
0-2 Years	\$893.60	\$921.53	\$929.18	\$949.18	\$957.66	\$977.66	\$986.99	\$1,006.99
2-5 Years	\$928.51	\$957.52	\$966.25	\$986.25	\$995.84	\$1,015.84	\$1,026.32	\$1,046.32
5-10 Years	\$970.40	\$1,000.72	\$1,010.74	\$1,030.74	\$1,041.66	\$1,061.66	\$1,073.51	\$1,093.51
10+ Years	\$998.32	\$1,029.51	\$1,040.40	\$1,060.40	\$1,072.21	\$1,092.21	\$1,104.98	\$1,124.98

UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Dietary Clerk	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Dietary Worker	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Housekeeping Worker	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Laundry Worker I	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Nursing Attendant	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Pot Washer	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Central Supply Attendant	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Clerk.....	\$575.26	\$593.24	\$591.04	\$611.04	\$609.37	\$629.37	\$628.25	\$648.25
Soiled Laundry Handler	\$576.63	\$594.65	\$592.49	\$612.49	\$610.86	\$630.86	\$629.79	\$649.79
Mailroom Clerk.....	\$576.63	\$594.65	\$592.49	\$612.49	\$610.86	\$630.86	\$629.79	\$649.79
Ward Clerk.....	\$579.54	\$597.65	\$595.58	\$615.58	\$614.05	\$634.05	\$633.07	\$653.07
Receptionist	\$582.51	\$600.71	\$598.73	\$618.73	\$617.29	\$637.29	\$636.41	\$656.41
Cashier/Dietary	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Laundry Worker II	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Presser	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Sewing Machine Operator	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Waxer Stripper	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Clerk/Typist	\$585.43	\$603.73	\$601.84	\$621.84	\$620.50	\$640.50	\$639.72	\$659.72
Trades Helper.....	\$588.32	\$606.70	\$604.90	\$624.90	\$623.65	\$643.65	\$642.96	\$662.96
Ambulance Attendant	\$591.25	\$609.73	\$608.02	\$628.02	\$626.86	\$646.86	\$646.27	\$666.27
Groundskeeper	\$591.25	\$609.73	\$608.02	\$628.02	\$626.86	\$646.86	\$646.27	\$666.27
Respiratory Therapy Trainee.....	\$591.25	\$609.73	\$608.02	\$628.02	\$626.86	\$646.86	\$646.27	\$666.27

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Lead Dietary Worker	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Lead Housekeeper	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Senior Nursing Attendant.....	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Key Punch Operator.....	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Medical Records/Coding Clerk	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Registrar	\$594.20	\$612.77	\$611.15	\$631.15	\$630.08	\$650.08	\$649.58	\$669.58
Cook's Helper	\$600.12	\$618.87	\$617.44	\$637.44	\$636.56	\$656.56	\$656.26	\$676.26
Motor Vehicle Operator.....	\$600.13	\$618.89	\$617.46	\$637.46	\$636.58	\$656.58	\$656.28	\$676.28
Ambulance Drive	\$600.14	\$618.89	\$617.46	\$637.46	\$636.58	\$656.58	\$656.28	\$676.28
Admitting Clerk.....	\$603.23	\$622.08	\$620.74	\$640.74	\$639.96	\$659.96	\$659.76	\$679.76
Washer.....	\$606.45	\$625.40	\$624.16	\$644.16	\$643.48	\$663.48	\$663.38	\$683.38
Accounting Clerk.....	\$606.46	\$625.41	\$624.17	\$644.17	\$643.50	\$663.50	\$663.41	\$683.41
Accounts Payable/Receivable.....	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Cashier (Business Office).....	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Telephone Operator	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Dental Assistant	\$609.57	\$628.62	\$627.48	\$647.48	\$646.90	\$666.90	\$666.91	\$686.91
Carpenter's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Electrician's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Painter's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Plumber's Helper	\$612.70	\$631.84	\$630.80	\$650.80	\$650.32	\$670.32	\$670.43	\$690.43
Payroll Clerk.....	\$615.85	\$635.09	\$634.14	\$654.14	\$653.76	\$673.76	\$673.97	\$693.97
Typist/Transcriptionist.....	\$615.85	\$635.09	\$634.14	\$654.14	\$653.76	\$673.76	\$673.97	\$693.97
Infant Care Technician.....	\$615.85	\$635.09	\$634.14	\$654.14	\$653.76	\$673.76	\$673.97	\$693.97
Morgue Attendant.....	\$618.96	\$638.30	\$637.45	\$657.45	\$657.17	\$677.17	\$677.49	\$697.49
Laboratory Trainee.....	\$622.14	\$641.57	\$640.82	\$660.82	\$660.64	\$680.64	\$681.06	\$701.06

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	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Maintenance Worker	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Secretary	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Typist/Transcriptionist (Medical)	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Dental Technician Assistant Certified.	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Operating Room Technician	\$625.29	\$644.82	\$644.16	\$664.16	\$664.08	\$684.08	\$684.60	\$704.60
Incinerator Attendant	\$628.18	\$647.81	\$647.24	\$667.24	\$667.26	\$687.26	\$687.88	\$707.88
EKG Technician	\$634.74	\$654.57	\$654.21	\$674.21	\$674.44	\$694.44	\$695.27	\$715.27
Third Cook/Special Order Cook	\$647.27	\$667.50	\$667.53	\$687.53	\$688.16	\$708.16	\$709.40	\$729.40
Fireman.....	\$653.56	\$673.98	\$674.20	\$694.20	\$695.03	\$715.03	\$716.48	\$736.48
Painter B.....	\$653.56	\$673.98	\$674.20	\$694.20	\$695.03	\$715.03	\$716.48	\$736.48
Practical Dietitian	\$666.11	\$686.92	\$687.53	\$707.53	\$708.76	\$728.76	\$730.62	\$750.62
Senior Secretary/Secretary II	\$669.25	\$690.16	\$690.86	\$710.86	\$712.19	\$732.19	\$734.16	\$754.16
Painter A.....	\$678.66	\$699.87	\$700.87	\$720.87	\$722.50	\$742.50	\$744.78	\$764.78
Second Cook.....	\$684.96	\$706.36	\$707.55	\$727.55	\$729.38	\$749.38	\$751.86	\$771.86
Carpenter B	\$684.96	\$706.36	\$707.55	\$727.55	\$729.38	\$749.38	\$751.86	\$771.86
EEG Technician	\$684.96	\$706.36	\$707.55	\$727.55	\$729.38	\$749.38	\$751.86	\$771.86
Plumber B.....	\$688.15	\$709.65	\$710.94	\$730.94	\$732.87	\$752.87	\$755.46	\$775.46
Respiratory Therapy Technician.....	\$688.15	\$709.65	\$710.94	\$730.94	\$732.87	\$752.87	\$755.46	\$775.46
Dental Hygienist	\$694.37	\$716.07	\$717.55	\$737.55	\$739.68	\$759.68	\$762.47	\$782.47
Hemodialysis Technician	\$694.37	\$716.07	\$717.55	\$737.55	\$739.68	\$759.68	\$762.47	\$782.47
Ambulance Driver/Attendant.....	\$703.86	\$725.85	\$727.63	\$747.63	\$750.06	\$770.06	\$773.16	\$793.16
Admin/Exec/Secretary III	\$703.86	\$725.86	\$727.64	\$747.64	\$750.07	\$770.07	\$773.17	\$793.17
Electrician B.....	\$706.99	\$729.08	\$730.95	\$750.95	\$753.48	\$773.48	\$776.68	\$796.68
Maintenance Mechanic	\$706.99	\$729.08	\$730.95	\$750.95	\$753.48	\$773.48	\$776.68	\$796.68
Histology Technician I	\$710.09	\$732.27	\$734.24	\$754.24	\$756.87	\$776.87	\$780.18	\$800.18

Classification	<u>Effective Date</u> <u>December 1, 2007</u>		<u>Effective Date</u> <u>December 1, 2008</u>		<u>Effective Date</u> <u>December 1, 2009</u>		<u>Effective Date</u> <u>December 1, 2010</u>	
	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Cert. Respiratory Therapy Technician	\$725.81	\$748.49	\$750.94	\$770.94	\$774.07	\$794.07	\$797.89	\$817.89
Mason/Plasterer	\$728.95	\$751.73	\$754.28	\$774.28	\$777.51	\$797.51	\$801.44	\$821.44
Lead Painter	\$738.39	\$761.46	\$764.30	\$784.30	\$787.83	\$807.83	\$812.06	\$832.06
Lab. Technician – Merged - 0-2 Yrs	\$740.02	\$763.14	\$766.03	\$786.03	\$789.61	\$809.61	\$813.90	\$833.90
First Cook.....	\$741.54	\$764.71	\$767.65	\$787.65	\$791.28	\$811.28	\$815.62	\$835.62
Histology Technician II	\$741.54	\$764.71	\$767.65	\$787.65	\$791.28	\$811.28	\$815.62	\$835.62
Carpenter A.....	\$744.66	\$767.93	\$770.97	\$790.97	\$794.70	\$814.70	\$819.14	\$839.14
Lab. Technician – Merged - 2-5 Yrs	\$751.19	\$774.66	\$777.90	\$797.90	\$801.84	\$821.84	\$826.50	\$846.50
Social Work Assistant - 0-1 Yr	\$756.53	\$780.17	\$783.58	\$803.58	\$807.69	\$827.69	\$832.52	\$852.52
Plumber A.....	\$757.26	\$780.92	\$784.35	\$804.35	\$808.48	\$828.48	\$833.33	\$853.33
Reg. Elig. Nuclear Medical Technician	\$757.28	\$780.94	\$784.37	\$804.37	\$808.50	\$828.50	\$833.36	\$853.36
Laboratory Technician I - 0-2 Years	\$761.99	\$785.80	\$789.37	\$809.37	\$813.65	\$833.65	\$838.66	\$858.66
Lab. Technician – Merged - 5-10 Yrs ...	\$765.15	\$789.06	\$792.73	\$812.73	\$817.11	\$837.11	\$842.22	\$862.22
Electrician A.....	\$766.70	\$790.66	\$794.38	\$814.38	\$818.81	\$838.81	\$843.97	\$863.97
Laboratory Technician I -2-5 Years	\$773.51	\$797.68	\$801.61	\$821.61	\$826.26	\$846.26	\$851.65	\$871.65
Graduate Dietitian	\$779.26	\$803.61	\$807.72	\$827.72	\$832.55	\$852.55	\$858.13	\$878.13
Social Work Assistant - 1-2 Yrs	\$783.15	\$807.62	\$811.85	\$831.85	\$836.81	\$856.81	\$862.51	\$882.51
Lab. Technician – Merged - 10-15 Yrs .	\$786.09	\$810.66	\$814.98	\$834.98	\$840.03	\$860.03	\$865.83	\$885.83
Laboratory Technician I - 5-10 Years ..	\$787.88	\$812.50	\$816.88	\$836.88	\$841.99	\$861.99	\$867.85	\$887.85
Lead Carpenter	\$791.81	\$816.55	\$821.05	\$841.05	\$846.28	\$866.28	\$872.27	\$892.27
Laboratory Technician II - 0-2 Years ...	\$795.05	\$819.89	\$824.49	\$844.49	\$849.82	\$869.82	\$875.91	\$895.91
Radiotherapy Technician - 0-2 Yrs	\$798.06	\$823.00	\$827.69	\$847.69	\$853.12	\$873.12	\$879.31	\$899.31
Reg. Nuclear Med. Tech. - 0-2 Yrs.....	\$798.06	\$823.00	\$827.69	\$847.69	\$853.12	\$873.12	\$879.31	\$899.31
Licensed Practical Nurse.....	\$798.09	\$823.03	\$827.72	\$847.72	\$853.15	\$873.15	\$879.34	\$899.34
Laboratory Technician II - 2-5 Years ...	\$806.56	\$831.77	\$836.72	\$856.72	\$862.42	\$882.42	\$888.89	\$908.89

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	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Lab. Technician – Merged - 15+ Yrs	\$807.04	\$832.25	\$837.22	\$857.22	\$862.94	\$882.94	\$889.43	\$909.43
Lead Plumber	\$807.48	\$832.71	\$837.69	\$857.69	\$863.42	\$883.42	\$889.92	\$909.92
Laboratory Technician I - 10-15 Years	\$809.45	\$834.74	\$839.78	\$859.78	\$865.57	\$885.57	\$892.14	\$912.14
Lab. Technologist - Merged - 0-2 Yrs ..	\$809.83	\$835.13	\$840.18	\$860.18	\$865.99	\$885.99	\$892.57	\$912.57
Social Work Assistant - 2-3 Yrs	\$809.94	\$835.25	\$840.31	\$860.31	\$866.12	\$886.12	\$892.70	\$912.70
Laboratory Technician II - 5-10 Years .	\$820.95	\$846.60	\$852.00	\$872.00	\$878.16	\$898.16	\$905.10	\$925.10
Lab. Technologist - Merged - 2-5 Yrs ..	\$821.00	\$846.65	\$852.05	\$872.05	\$878.21	\$898.21	\$905.16	\$925.16
Laboratory Technician I - 15+ Years....	\$830.99	\$856.96	\$862.67	\$882.67	\$889.15	\$909.15	\$916.42	\$936.42
Laboratory Technologist I - 0-2 Yrs.....	\$833.89	\$859.95	\$865.75	\$885.75	\$892.32	\$912.32	\$919.69	\$939.69
Lab. Technologist - Merged - 5-10 Yrs	\$834.96	\$861.05	\$866.88	\$886.88	\$893.49	\$913.49	\$920.89	\$940.89
Lead Electrician	\$835.81	\$861.93	\$867.79	\$887.79	\$894.42	\$914.42	\$921.85	\$941.85
Social Work Assistant - 3-4 Yrs	\$836.56	\$862.70	\$868.58	\$888.58	\$895.24	\$915.24	\$922.70	\$942.70
Laboratory Technician II - 10-15 Years	\$842.51	\$868.83	\$874.89	\$894.89	\$901.74	\$921.74	\$929.39	\$949.39
Laboratory Technologist I - 2-5 Yrs.....	\$845.39	\$871.81	\$877.96	\$897.96	\$904.90	\$924.90	\$932.65	\$952.65
Lab. Technologist - Merged - 10-15 Yrs	\$855.91	\$882.65	\$889.13	\$909.13	\$916.40	\$936.40	\$944.49	\$964.49
Laboratory Technologist I - 5-10 Yrs...	\$859.76	\$886.63	\$893.23	\$913.23	\$920.63	\$940.63	\$948.85	\$968.85
Laboratory Technician II - 15+ Years...	\$864.06	\$891.06	\$897.79	\$917.79	\$925.32	\$945.32	\$953.68	\$973.68
Radiotherapy Technician - 3+ Yrs	\$864.06	\$891.06	\$897.79	\$917.79	\$925.32	\$945.32	\$953.68	\$973.68
Reg. Nuclear Med. Tech. - 2-4 Yrs.....	\$864.06	\$891.06	\$897.79	\$917.79	\$925.32	\$945.32	\$953.68	\$973.68
Lab. Technologist - Merged - 15+ Yrs .	\$876.85	\$904.25	\$911.38	\$931.38	\$939.32	\$959.32	\$968.10	\$988.10
Laboratory Technologist I - 10-15 Yrs.	\$881.33	\$908.87	\$916.14	\$936.14	\$944.22	\$964.22	\$973.15	\$993.15
X-Ray Technician - 0-2 Yrs	\$893.60	\$921.53	\$929.18	\$949.18	\$957.66	\$977.66	\$986.99	\$1,006.99
Laboratory Technologist II - 0-2 Yrs....	\$895.70	\$923.69	\$931.40	\$951.40	\$959.94	\$979.94	\$989.34	\$1,009.34
Registry Elig. Respiratory Therapist ...	\$900.09	\$928.22	\$936.07	\$956.07	\$964.75	\$984.75	\$994.29	\$1,014.29
Laboratory Technologist I - 15+ Yrs	\$902.89	\$931.10	\$939.03	\$959.03	\$967.80	\$987.80	\$997.43	\$1,017.43

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	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Reg. Nuclear Med. Tech. - 5+ Yrs.....	\$904.91	\$933.19	\$941.19	\$961.19	\$970.03	\$990.03	\$999.73	\$1,019.73
Ultra Sound Technologist.....	\$905.46	\$933.75	\$941.76	\$961.76	\$970.61	\$990.61	\$1,000.33	\$1,020.33
ADA Dietitian - 0-2 Years	\$905.77	\$934.08	\$942.10	\$962.10	\$970.96	\$990.96	\$1,000.69	\$1,020.69
Laboratory Technologist II - 2-5 Yrs....	\$907.22	\$935.56	\$943.63	\$963.63	\$972.54	\$992.54	\$1,002.32	\$1,022.32
Laboratory Technologist II - 5-10 Yrs..	\$921.59	\$950.39	\$958.90	\$978.90	\$988.27	\$1,008.27	\$1,018.52	\$1,038.52
MSW Social Worker - 0-1 Yr	\$923.22	\$952.07	\$960.63	\$980.63	\$990.05	\$1,010.05	\$1,020.35	\$1,040.35
ADA Dietitian - 2-4 Years	\$927.33	\$956.31	\$965.00	\$985.00	\$994.55	\$1,014.55	\$1,024.99	\$1,044.99
X-Ray Technician - 2-5 Yrs	\$928.51	\$957.52	\$966.25	\$986.25	\$995.84	\$1,015.84	\$1,026.32	\$1,046.32
Registered Respiratory Therapist.....	\$937.61	\$966.90	\$975.91	\$995.91	\$1,005.79	\$1,025.79	\$1,036.56	\$1,056.56
Registered Ultra Sound Technologist.	\$937.61	\$966.90	\$975.91	\$995.91	\$1,005.79	\$1,025.79	\$1,036.56	\$1,056.56
Graduate Pharmacist	\$939.79	\$969.16	\$978.23	\$998.23	\$1,008.18	\$1,028.18	\$1,039.03	\$1,059.03
Laboratory Technologist II - 10-15 Yrs	\$943.15	\$972.62	\$981.80	\$1,001.80	\$1,011.85	\$1,031.85	\$1,042.81	\$1,062.81
ADA Dietitian - 4-10 Years	\$948.90	\$978.55	\$987.91	\$1,007.91	\$1,018.15	\$1,038.15	\$1,049.29	\$1,069.29
Stationary Engineer - one license req.	\$948.92	\$978.57	\$987.93	\$1,007.93	\$1,018.17	\$1,038.17	\$1,049.32	\$1,069.32
MSW Social Worker - 1-2 Yrs	\$949.05	\$978.71	\$988.07	\$1,008.07	\$1,018.31	\$1,038.31	\$1,049.46	\$1,069.46
Special Procedure Technician	\$952.08	\$981.83	\$991.28	\$1,011.28	\$1,021.62	\$1,041.62	\$1,052.87	\$1,072.87
Laboratory Technologist II - 15+ Yrs ...	\$964.72	\$994.86	\$1,004.71	\$1,024.71	\$1,035.45	\$1,055.45	\$1,067.11	\$1,087.11
X-Ray Technician - 5-10 Yrs	\$970.40	\$1,000.72	\$1,010.74	\$1,030.74	\$1,041.66	\$1,061.66	\$1,073.51	\$1,093.51
ADA Dietitian - 10+ Years	\$970.47	\$1,000.80	\$1,010.82	\$1,030.82	\$1,041.74	\$1,061.74	\$1,073.59	\$1,093.59
MSW Social Worker - 2-3 Yrs	\$976.17	\$1,006.67	\$1,016.87	\$1,036.87	\$1,047.98	\$1,067.98	\$1,080.02	\$1,100.02
X-Ray Technician - 10+ Yrs	\$998.32	\$1,029.51	\$1,040.40	\$1,060.40	\$1,072.21	\$1,092.21	\$1,104.98	\$1,124.98
Lead X-Ray Technician	\$1,002.30	\$1,033.62	\$1,044.63	\$1,064.63	\$1,076.57	\$1,096.57	\$1,109.47	\$1,129.47
MSW Social Worker - 3-4 Yrs	\$1,002.65	\$1,033.97	\$1,044.99	\$1,064.99	\$1,076.94	\$1,096.94	\$1,109.85	\$1,129.85
MSW Social Worker - 4-5 Yrs	\$1,029.14	\$1,061.29	\$1,073.13	\$1,093.13	\$1,105.92	\$1,125.92	\$1,139.70	\$1,159.70
MSW Social Worker - 5-6 Yrs	\$1,055.60	\$1,088.59	\$1,101.25	\$1,121.25	\$1,134.89	\$1,154.89	\$1,169.54	\$1,189.54

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	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
MSW Social Worker - 6-7 Yrs	\$1,082.07	\$1,115.88	\$1,129.36	\$1,149.36	\$1,163.84	\$1,183.84	\$1,199.36	\$1,219.36
Engineer - two licenses required	\$1,106.36	\$1,140.93	\$1,155.16	\$1,175.16	\$1,190.41	\$1,210.41	\$1,226.72	\$1,246.72
MSW Social Worker - 7-8 Yrs	\$1,108.56	\$1,143.20	\$1,157.50	\$1,177.50	\$1,192.83	\$1,212.83	\$1,229.21	\$1,249.21
MSW Social Worker - 8-9+Yrs	\$1,135.01	\$1,170.48	\$1,185.59	\$1,205.59	\$1,221.76	\$1,241.76	\$1,259.01	\$1,279.01
Senior Social Worker - 0-1 Yr	\$1,149.80	\$1,185.73	\$1,201.30	\$1,221.30	\$1,237.94	\$1,257.94	\$1,275.68	\$1,295.68
Senior Social Worker - 1-2 Yrs	\$1,176.28	\$1,213.04	\$1,229.43	\$1,249.43	\$1,266.91	\$1,286.91	\$1,305.52	\$1,325.52
Senior Social Worker - 2-3 Yrs	\$1,202.75	\$1,240.33	\$1,257.54	\$1,277.54	\$1,295.87	\$1,315.87	\$1,335.35	\$1,355.35
Senior Social Worker - 3-4 Yrs	\$1,229.23	\$1,267.64	\$1,285.67	\$1,305.67	\$1,324.84	\$1,344.84	\$1,365.19	\$1,385.19
Registered Pharmacist - 0-2 Yrs	\$1,480.60	\$1,526.87	\$1,552.68	\$1,572.68	\$1,599.86	\$1,619.86	\$1,648.46	\$1,668.46
Registered Pharmacist - 6-9 Yrs	\$1,536.26	\$1,584.27	\$1,611.80	\$1,631.80	\$1,660.75	\$1,680.75	\$1,711.17	\$1,731.17
Registered Pharmacist - 3-5 Yrs	\$1,580.79	\$1,630.19	\$1,659.10	\$1,679.10	\$1,709.47	\$1,729.47	\$1,761.35	\$1,781.35
Registered Pharmacist - 10+ Yrs	\$1,669.85	\$1,722.03	\$1,753.69	\$1,773.69	\$1,806.90	\$1,826.90	\$1,861.71	\$1,881.71

ATTACHMENT "2"
TO SIDE LETTER CONCERNING CERTAIN LEAGUE HOMES

January 22, 2007

Bruce McIver, President
League of Voluntary Hospitals
and Homes of New York
555 West 57th Street, Room 1530
New York, NY 10019-2925

Re: Morningside House and Rivington House

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement, and sets forth certain agreements reached by the parties in the 2004-2008 Memorandum of Agreement.

As it relates to Article IXA:

Rivington House shall maintain the current date of February 7,
1998.

Very truly yours,

George Gresham, Secretary-Treasurer

Accepted and Agreed to:

Bruce McIver

ATTACHMENT “3”
TO SIDE LETTER CONCERNING CERTAIN LEAGUE HOMES
AGREEMENT

The following sets forth the agreement between 1199SEIU United Healthcare Workers East (“1199” or the “Union”) and the League of Voluntary Hospitals and Homes (“League”) on behalf of itself and its member institutions (“Employers”), with respect to the Contract Administrator Program under the 2001-2005 1199-AVNH Collective Bargaining Agreement (“CBA”). The program shall commence immediately, and continue until the expiration of the CBA. The program shall not continue beyond the expiration date of the CBA unless the Union and the League mutually agree.

1. Each Employer will release Employees with pay under a formula that is based on a ratio of one Program full time equivalent (“FTE”) for every twelve hundred bargaining unit FTEs. Beginning with a minimum threshold of 120 bargaining unit FTEs, the Employer’s total complement of Program FTEs will be computed on a pro rated basis by applying successive steps of 120 bargaining unit FTEs. For any partial Program FTEs that may result, the Employer shall release the selected Employee full time for a shorter duration which will result in an overall equivalent (e.g., .5 FTE for 3 years = 1 FTE for 1.5 years), upon request of the Union. The parties agree in principle that bargaining unit FTEs in affiliated or related institutions shall be aggregated together for purposes of computing program FTEs and selection of program participants. The Union will work with the Employers to implement the foregoing.

2. The Union will be solely responsible for selecting Program participants from among all bargaining unit members at the Employers. If an Employer claims that selection of a particular Employee will interfere with the operation of the Employer, the CIPC will resolve the dispute.

3. Participants in the program will be subject to assignment and direction solely by the Union. The Union may assign them to duties related to administration and enforcement of the contract. The Employer will not have any authority to direct or control them or their work. If an Employer claims that a participant in the program is guilty of “egregious misbehavior”, or engaging in new organizing activity, CIPC will resolve any disputes.

4. Participants in the program will retain employment rights with their Employer, including continuation of regular salary, fund contributions, time-off benefits and payroll taxes. They will continue to accrue seniority with their Employer for the duration of their assignments under this program (i.e., not limited to two years), and will have full rights to return to their former position (or a position within their classification) at the institution upon resignation or removal from the program by the Union or at the expiration of the CBA. (However, it is the intention that participants selected will, under ordinary circumstances, serve for the full duration.)

5. Each Employer will be entitled to offset the equivalent of projected actual payments to be made to its Employees released under this program (including payroll, benefits and other directly associated costs) against Pension Fund contributions being diverted to the LMI Fund.

6. CIPC will resolve any disputes concerning the implementation, interpretation or application of the provisions of this Agreement.

AGREED:

LEAGUE OF VOLUNTARY HOSPITALS
AND HOMES

1199SEIU UNITED HEALTHCARE
WORKERS EAST

By: _____

By: _____

Side Letter re: Re-Employment/Closing Program

January 22, 2007

Mr. George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, NY 10036

Re: Re-Employment/Closing Program

Dear George:

On March 8, 2005 I made a commitment on behalf of the League to develop “a program with 1199 that would re-employ 1199 members laid off as a direct result of the recommendations of [the closing] commission within six months of layoff” (Re-Employment/Closing Committee). During the course of this discussions leading to the extension of the 2005-2008 CBA we agreed as follows:

1. The Re-Employment/Closing Program shall apply to the pre-closing lay-offs at Cabrini Medical Center, St. Vincent’s Midtown Hospital and New York Westchester Square Medical Center.
2. If necessary, laid off Employees will be provided up to six (6) months of National Benefit Fund coverage.
3. A full agreement implementing the Re-Employment/Closing Program shall be negotiated by the Re-Employment/Closing Program Sub-Committee (“Sub-Committee”) agreed to during these discussions. Issues the Sub-Committee is empowered to consider and make decisions about include, but are not limited to
 - (a) issues concerning “grandfathered” technical and professional employees,
 - (b) re-employment of individuals by geography,
 - (c) vacation entitlement at the new Employer, and
 - (d) Jobs Committee monitoring of closing placements, vacancies and referrals.

Very truly yours,

LEAGUE OF VOLUNTARY HOSPITALS & HOMES OF NEW YORK

By: _____
Bruce McIver, President

AGREED:

1199SEIU UNITED HEALTHCARE WORKERS EAST

By: _____
George Gresham, Secretary-Treasurer
Side Letter Re: Local 721 & CEUs for Certain Technical Employees

January 22, 2007

Mr. George Gresham
Secretary-Treasurer
1199SEIU United Healthcare Workers East
310 West 43rd Street
New York, NY 10036

Re: Local 721 & CEUs for Certain Technical Employees

Dear George:

There will be local negotiations regarding NBF coverage for former Local 721 Bargaining Units. Disputes shall be referred to CIPC.

A joint labor management committee will meet to discuss the Union proposals regarding CEUs for professional and technical Employees whose licenses/certifications require CEUs.

Very truly yours,

LEAGUE OF VOLUNTARY HOSPITALS
& HOMES OF NEW YORK

By: _____
Bruce McIver, President

AGREED:

1199SEIU UNITED HEALTHCARE WORKERS EAST

By: _____
George Gresham, Secretary-Treasurer

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