K7930

COLLECTIVE BARGAINING

38,000 workers

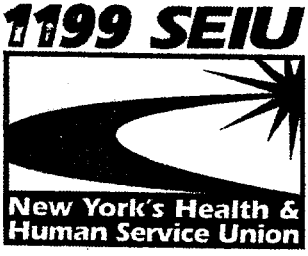
Agreement

140 pp

between

League of Voluntary Hospitals and Homes of New York

and



November 1, 2001 through April 30, 2005

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 subparagraph (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.

DRAFT

EXHIBIT A to Attachment A

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

1199 SEIU 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 as 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 information sheet as it contains important information about your rights.

Sincerely yours,	Sincerely yours,
[NAME & TITLE]	Dennis Rivera, President
[EMPLOYER]	1199 SEIU, New York's Health & Human Service Union, AFL-CIO

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.