

DOCUMENT FILEK7939
10,000 workers**MEMORANDUM OF AGREEMENT**

Between

1199 SEIU, NEW YORK'S HEALTH AND HUMAN SERVICE UNION, AFL-CIO
and THE GREATER NEW YORK
HEALTH CARE FACILITIES ASSOCIATION, INC.

e p 97
+ 80
/ 86

WHEREAS, the Association 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 long term residential health care for the residents of the State of New York; and

WHEREAS the Association and the Union are fully familiar with the recent legislation intended to provide residential health care facilities and other health care providers in the state of New York, which together with other monies made available through the trend factors adjustment and through other funding sources made available under that legislation are intended to be sufficient to fund the cost of this contract;

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

NOW, THEREFORE, IT IS HEREBY AGREED by and between NEW YORK'S HEALTH AND HUMAN SERVICE UNION 1199/SEIU, AFL-CIO ("1199" or "Union") and THE GREATER NEW YORK RESIDENTIAL HEALTH CARE FACILITIES ASSOCIATION, INC. ("Association"), as follows:

1. Continuation of Existing Terms: All of the terms and conditions of employment contained in the 1199 - GNY 1997-2002 collective bargaining agreements covering Registered Nurses, Licensed Practical Nurses and Paraprofessional employees shall remain in full force and effect, except as hereafter modified. These collective bargaining agreements shall be referred to as the "CBAs."

2. Duration: The CBAs shall be extended and renewed for the period from October 1, 2002 through April 30, 2005.

equivalent provisions or shall adopt and apply the provisions set forth in Articles XXXVII, XXV and XLII of the 1998-2001 1199-League of Voluntary Hospitals collective bargaining agreement ("League CBA"), and the successor League CBA, and to be bound by the provisions of the CCF Trust Agreement.

4. Part-time Employees: Effective May 1, 2002 Employers shall make Funds contributions on behalf of slotted part-time Employees who work one (1) or two (2) days per week, so that such employees shall be able to receive part-timer benefits as developed by the Trustees of the Funds. Once such Funds contributions commence, the Employers shall not be required to continue to pay the premium pay in lieu of Fund benefits, as provided in the CBAs

5. Job Protection: Eligible Employees shall now have protected status against layoffs on the same basis as employees covered by the 2002-2005 1199-AVNH Agreement. Employees employed by an Employer prior to February 1, 1996 shall be protected against layoff. Unprotected employees laid off are eligible for benefits from the JSF.

6. Neutrality and Card Count: The existing procedures in the Schedule C footnote shall remain in effect. These procedures shall also apply to any new or additional facility under an employer's direction and control. The Employers shall remain neutral with respect to the decision of non-Union employees to seek 1199 representation. The Employers shall not hold group or one-on-one captive audience meetings concerning Union representation. The Impartial Chairman shall have the power to enforce these provisions and to remedy any breaches thereof. In addition, if the Union claims that a classification is an accretion to its existing unit, the Impartial Chairman shall determine the unit status of the classification. In doing so, the Impartial Chairman may look to custom, usage and practice, as well as NLRB unit rules.

7. The Association and the Union agree to implement electronic transmission of dues remittances and other reports wherever possible and to streamline reporting requirements. Association and the Union will meet to discuss the most practicable implementation program to achieve this objective.

8. Patient Abuse Discipline: The following provisions concerning patient abuse discipline shall apply:

The parties have agreed that the Employers shall conduct patient abuse investigations in an expeditious manner

SCHEDULE C *

Minimum Rates of Pay Per Week

A. Social workers* with the following degrees or titles (where required), shall receive the following weekly minimum rates of pay, or their actual pay rates, whichever is higher, as of the dates indicated below.

	<u>4/1/97</u>	<u>4/1/98</u>	<u>10/1/2000</u>	<u>10/1/2001</u>
Social Worker, aide**	463.69	477.60	491.93	506.69
Social Worker, assistant** (Member of Nat'l Assoc. of Social Workers)	473.69	487.60	501.93	516.69

B. Recreation workers with the following degree or experience (where required), shall receive the following weekly minimum rates of pay or their actual pay rates, whichever is higher, as of the dates indicated below.

	<u>4/1/97</u>	<u>4/1/98</u>	<u>10/1/2000</u>	<u>10/1/2001</u>
Recreation worker** with Assoc.'s Degree or 3 years experience	473.69	487.60	501.93	516.69

* Nothing contained in this Schedule C nor Schedule B is intended to expand existing bargaining units. Such expansion may occur upon the Union's demonstration through a card count conducted by the Impartial Chairman that it represents a majority of employees heretofore unrepresented by it employed by any employer member of the Association. Upon such a showing, such employees shall thereafter be covered by all the terms and conditions of the collective bargaining agreement.

** The fringe benefits applicable to this job classification shall be those set forth in this agreement.