

**1199/LVHH
Memorandum of Agreement
July 19, 2009**

1. This Memorandum of Agreement (“MOA”) shall apply to the collective bargaining agreements currently in effect between (a) the League of Voluntary Hospitals and Homes of New York (“League”) and 1199SEIU United Healthcare Workers East (“Union”) covering the Employers listed in Schedule A (“League multi- employer CBA”), (b) the Employers listed in Schedule B and the Union (“Other CBAs”) and (c) the League and the RN Division of the Union covering the Employers listed in Schedule C (“League/RN CBAs”), hereinafter collectively referred to as (the CBA(s)).

2. Effective Date, Duration and Agreements

- A. All CBAs shall remain in full force and effect including all side letters, exhibits, stipulations and attachments thereto, except as modified in this MOA.
- B. Effective June 1, 2009, the term of the CBAs shall be extended through April 30, 2015.
- C. The Other CBAs shall be incorporated into the League multi-employer CBA, subject to the provisions of paragraph 11.
- D. *The League/RN Division Employers shall continue to collectively constitute a wholly independent bargaining group with the individual Employer agreements preserved.*

3. General Wage Increases, Increases to Minimum Rates, Steps and Lump Sum Wage Payments

- A. Effective December 1, 2009, the full value of the three percent (3%) wage increase scheduled for December 1, 2009 shall be used to increase contribution rates necessary to support the 1199SEIU Benefit and Pension Funds (“NBF and PF”), as provided in paragraphs 4 and 6 of this MOA. As a result, there shall be no increase to the minimum rates and steps as of December 1, 2009.
- B. Effective December 1, 2010, the full value of one percent (1%) of the three percent (3%) wage increase scheduled for December 1, 2010 shall be used to increase contribution rates necessary to support the NBF and PF, as provided in paragraphs 4 and 6 of this MOA. The remaining two percent (2%) of the scheduled December 1, 2010 wage increase shall be paid effective March 1, 2011. As a result, there shall be no increase to the minimum rates and steps as of December 1, 2010.

- C. Effective March 1, 2011, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of two percent (2%) of his/her February 28, 2011 base weekly rate. The minimum rates and steps shall be increased by the across-the-board two percent (2%) wage increase.
- D. **Lump Sum Wage Payment August 1, 2012**
- 1) Effective with the first payroll period following August 1, 2012, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a lump sum payment equal to two and one half percent (2.5%) of his/her base weekly rate in effect on the day prior to the effective date. The payment shall be prorated for part-time Employees based on the average hours actually worked during the foregoing ninety (90) day period (or the ninety (90) day period referred to in paragraph 3.D.3 below, where applicable).
 - 2) The lump sum payment shall not be considered as pay for any purpose, including payment of contributions to, or benefits provided by, the Union Funds, or for purposes of overtime, shift or other differentials or any form of premium pay.
 - 3) The term "employed" as used in this Section 3.D.3 shall include all periods of paid leave and for this purpose only: (i) a period for which the Employee is entitled to receipt of disability or workers compensation payments from the NBF or other insurance paid for by the Employer, and (ii) a period of unpaid leave of absence or layoff, provided, however, that individuals who were on an unpaid leave of absence or layoff (with recall rights) on the first pay period following August 1, 2012 must return to work to a regular full-time or regular part-time position at the end of the leave, or, in the case of layoff, before their recall rights have expired, and work for a period of ninety (90) days following such return.
 - 4) The lump sum payment shall be in a separate check. Withholding shall be based on the most favorable tax treatment for the Employees permitted by law. The parties will consult on the method to be used.
- E. Effective October 1, 2013, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of two and one-half percent (2.5%) of his/her September 30, 2013 base weekly rate. The minimum rates and steps shall be increased by the across-the-board two and one-half percent (2.5%) wage increase.
- F. Effective October 1, 2014, each Employee on the payroll on that date and covered by this Agreement shall receive an increase in his/her base weekly rate of two and one-half percent (2.5%) of his/her September 30, 2014 base weekly rate. The

minimum rates and steps shall be increased by the across-the-board two and one-half percent (2.5%) wage increase.

G. Minimum Rates during the First Year of Employment for Newly Hired Employees

- 1) Employees hired before March 1, 2011 shall continue to 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.
- 2) Employees hired on and after March 1, 2011, but before October 1, 2013, shall receive, during the first year of employment, a base weekly rate which is two percent (2%) less than the minimum weekly rate for his/her job classification.
- 3) Employees hired on and after October 1, 2013, shall receive, during the first year of employment, a base weekly rate which is two and one-half percent (2.5%) less than the minimum weekly rate for his/her job classification.
- 4) The RN hiring rates shall be as set forth in each League/RN CBA.

4. Pension Fund, Reallocation Due to Changed Circumstances and Economic Contingency/Reopener

A. 1199SEIU Pension Fund and Reallocation Due to Changed Circumstances

Effective upon ratification, subject to the following paragraphs, the benefits provided by, and the contribution rate (URR) to, the PF shall be as set forth in the Rehabilitation Plan's Preferred Schedule, annexed hereto and incorporated herein as Exhibit A.

As of this date the URR percentages are as follows:

| <u>Date</u> | <u>Percentages</u> |
|-------------|--------------------|
| Current | 6.75% |
| 12/1/09 | 7.45% |
| 12/1/10 | 8.71% |
| 12/1/11 | 9.16% |
| 12/1/12 | 15.80% |

The PF shall be amended to provide that as soon as is consistent with their fiduciary responsibilities the Trustees of the PF shall reduce the foregoing increased contribution rates to the PF, if permitted by applicable law and regulations. The parties shall share the economic benefit of such reduced contribution rates as follows.

If the Trustees modify the Preferred Schedule by reducing the URR, this Agreement shall be modified by:

- (a) incorporating such reduced contribution rates as provided in the updated Preferred Schedule and
- (b) providing improvements under this Agreement, including, but not limited to, wages as the Union deems appropriate (with the exception of PF improvements during the term of this Agreement and/or while the PF remains in critical status) by an amount costing one-half (1/2) of the savings to the Employers resulting from the reduction in the URR;

provided that,

(i) any such reduction of contribution rates and corresponding improvements implemented under paragraph 4A(b) above shall be discontinued, in equal proportions, and revert to a restoration of the URR, if the Trustees determine such reversion is necessary for the PF to emerge from Critical Status as contemplated by the Rehabilitation Plan, and

(ii) in no event shall (1) the Employer's cost under this Agreement be increased, or (2) the URR be lowered to less than six and seventy-five one hundredths of a percent (6.75%) pursuant to this procedure.

B. Contingency

As the parties enter into this Agreement, they face times of great uncertainty. While the terms set forth herein are understood in good faith to afford a measure of stability and security for both labor and management, both sides recognize the potential for unanticipated economic and political forces to materially alter the careful assumptions that underlie these terms. On the one hand, a substantial economic recovery may warrant a change in the economic terms of this Agreement, while on the other hand, federal health care reform legislation may pose certain unforeseen challenges to our industry.

Therefore, in order to realize the benefit of improvements in the economy, while protecting against potential major economic disruption affecting the interests of the parties, it is the agreed as follows:

During the month of September, 2013, either party may notify the other in writing of its desire to modify all provisions of this Agreement other than those provisions concerning the PF including the term thereof ("Non-PF Provisions"). Thereafter, the parties shall enter into negotiations concerning modifications to the Non-PF Provisions.

If the parties have not reached agreement by December 31, 2013, then either party may no later than January 30, 2014, notify the other party of its desire to terminate the Non-PF Provisions effective April 30, 2014. Such notice shall be in writing and conform with the

provisions of Section 8(d) of the National Labor Relations Act, and shall constitute proper notice under the CBA and Section 8(d) of the Act. In the event either party provides timely and proper notice under this provision of its desire to terminate the Non-PF Provisions, then, absent the parties reaching agreement or a decision to mutually extend this Agreement, the Non-PF Provisions shall expire on April 30, 2014. In addition, in the event either party provides timely and proper notice under this provision of its desire to terminate the Non-PF Provisions, then the NBF contribution rate shall be 23.5% effective December 31, 2013.

5. Job Security

At the request of the Union, on or about July 1, 2011, the Contract Interpretation and Policy Committee (“CIPC”) shall review and determine no later than September 30, 2011 whether the protected status dates, the grandfather date, and the date for determining part-time salary guarantee shall be advanced.

6. National Benefit Fund

A. Effective as of the following dates the NBF required contribution rate (NBF URR) shall be increased for all NBF contributing employers to the following corresponding percentages of gross payroll:

| Effective Dates | Contribution Percentage |
|------------------|-------------------------|
| December 1, 2009 | 26.88% |
| December 1, 2011 | 28.38% |
| February 1, 2015 | 23.50% |

B. The date in the second sentence of Article XXIII, section 5(c), and in the corresponding provisions of the Other CBAs and League/RN CBAs, shall be changed to December 1, 2009.

C. Effective on ratification of this Agreement, the NBF Plan shall be amended as follows: *Cost reduction modifications and other initiatives shall be implemented by the Trustees that reduce cost by a January 1, 2010 present value of approximately \$150 million with an annualized savings rate of about \$44.4 million as of January 1, 2015. The yearly cost reductions shall approximate the following amounts:*

| <u>Period</u> | <u>Amount</u> |
|-------------------------|-----------------|
| 01/01/2010 - 12/31/2010 | \$ 32.4 million |
| 01/01/2011 - 12/31/2011 | \$ 34.5 million |
| 01/01/2012 - 12/31/2012 | \$ 36.8 million |
| 01/01/2013 - 12/31/2013 | \$ 39.2 million |

| | |
|-------------------------|-----------------|
| 01/01/2014 - 09/30/2014 | \$ 31.3 million |
| 10/01/2014 - 12/31/2014 | \$ 10.4 million |
| 01/01/2015 - 04/30/2015 | \$ 14.8 million |

In addition, the NBF Cost Savings Committee (“Committee”) established under the League Multi-Employer CBA shall continue and shall meet quarterly to review progress. If following a January or July meeting the Employer Trustees reasonably believe that the Fund has not implemented modifications and initiatives sufficient to produce the forgoing approximate savings, or there is a disagreement over adoption of a modification or initiative, the dispute shall be resolved according to the CIPC process, but shall not be subject to arbitration.

- D. **Delegate Training**—as part of cost savings, the parties recognize that the Union’s delegates will continue to 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 collective bargaining agreement and collective bargaining process. In this regard, from October 1, 2011 through the expiration of the Agreement, non-RN and RN Delegates will be released for up to five (5) days with pay for intensive training in these areas. The Employers will be reimbursed for the cost of release time (approximately \$270 per non-RN Delegate per day and \$500 per RN Delegate per traditional work day). The formula used to adjust release time, compensation and reimbursement for RNs on flex-shifts for RN Leadership training will be used for RNs on flex-shifts attending delegate training. The total cost of release time at the foregoing rates shall not exceed \$3.0 million and will be reimbursed to the Employers via a deduction from contributions otherwise due to the NBF.

- E. Effective October 1, 2011 the annual budget for **HWE/RN Credits** shall be increased to \$60.1 million per year (implementation consistent with prior methodology).

7. **Funding for the Training and Upgrading Fund (TUF), Job Security Fund (JSF), Child Care Fund (CCF) and Labor Management Initiatives, Inc. (LMI) (collectively Small Funds)**

The amounts below shall be diverted from contributions otherwise due to the Diverting Fund to the Receiving Fund according to Attachment A, attached hereto and incorporated herein.

| <u>Diverting Fund</u> | <u>Receiving Fund</u> | <u>Diversion Amount</u> |
|-----------------------|-----------------------|-------------------------|
| NBF | TUF | \$12.2 million |
| NBF | LMI-HEP | \$30.7 million |
| JSF | LMI-HEP | \$1.6 million |
| NBF | LMI-Program | \$14.1 million |
| JSF | LMI-Program | \$13.0 million |
| CCF | TUF | \$10.4 million |

Notwithstanding the foregoing, CIPC shall have authority to change the dates of all Fund diversions based upon the cash flow requirements of the Funds sending and receiving such diversions.

In addition, the following amounts of NBF contributions may be diverted to one or more of the Small Funds as determined by CIPC.

- 2012 - \$2.81 million
- 2013 - \$3.59 million
- 2014 - \$4.28 million
- 2015 - \$1.32 million

Disputes at CIPC under this paragraph 7 shall not be subject to arbitration.

8. Contract Administrators

The Contract Administrators Program shall be extended for the period October 1, 2011 – April 30, 2015. The total cost of release time shall not exceed \$18.8 million and will be reimbursed to the Employers via a deduction from contributions otherwise due to the NBF.

The program will continue under the same terms and conditions as described in the 2007 - 2011 League Multi-Employer CBA side letter and subsequent written agreements adjusted to reflect the duration of this Agreement, increased pay and the \$18.8 million available to reimburse Employers.

9. Enhanced Quality & Performance Initiatives (“Committee”)

Without limiting any individual employer’s management rights under this Agreement and in support of continued cooperation between the parties to improve quality and performance, the League and the Union shall promptly appoint an equal number of members to the Committee which shall meet within thirty (30) days following ratification of this Agreement to establish a framework, objectives, benchmarks and time frame for developing and implementing quality, performance and revenue enhancement provisions and initiatives at each Employer (LMI to facilitate the work of the Committee and the local initiatives—RNLMi will also facilitate and RNs shall be represented where initiatives include the work of RNs).

Existing local programs shall only be modified by mutual agreement at the local level.

Disputes arising concerning this provision shall be resolved pursuant to the CIPC process, but shall not be subject to arbitration.

10. Registered Nurses

- A. **Funds available for Local Bargaining** - the total cash amount for local bargaining under the 2007-2011 League RN CBAs is now approximately \$4.5 million after converting the December 1, 2009 3% wage increase and 1% of the December 1, 2010 wage increase into PF and BF contributions and moving the remaining 2% of the December 1, 2010 wage increase to March 1, 2011. The new going out rate is \$3.3 million. Prior methodology shall apply for determining individual Employer cash and rate.
- B. **Funding for the RNTJSF and RNLMI** - for the period October 1, 2011 to April 30, 2015, the parties agree to fund the RNTJSF \$9.4 million benefit program and the RNLMI functions for \$6.1 million through the following sources:
- 1) Estimated surpluses of \$2.8 million and \$1.7 million in the RNTJSF and RNLMI (total \$4.5 million).
 - 2) A diversion of \$2.9 million from the NBF, and
 - 3) A diversion of \$3.5 million from the JSF, and
 - 4) A diversion of \$0.6 million from the CCF, and
 - 5) Employer Contributions which are equivalent to the application of the wage increases effective October 1, 2013 and October 1, 2014 to the experience schedules—both inside and outside. (Calculation of the amount and application to experience schedules shall be consistent with prior methodology. This is estimated to produce, for all Hospital Employers on Schedule C, a going out rate of approximately \$1.3 million and about \$2.9 million in cash through the end of the CBA.)
 - 6) Contributions from non-league employers of approximately \$1.1 million.
- C. **Individual RN CBA Sunset Provisions**—All provisions of individual RN CBAs that have not already expired which sunset, including pilots, shall be extended for forty three (43) months from the existing sunset date.
- D. **League/1199 RN Division Contract Interpretation and Policy Committee (“RNCIPC”)** – The function of the RNCIPC will be to mediate and attempt to

resolve disputes that may arise under the RN CBAs in matters which have major policy implications and to assure successful achievement of the goals of the RNTJSF and the RNLMI.

Without limiting the generality of the foregoing, the RNCIPC shall have jurisdiction over disputes or complaints arising between the parties hereto under or out of the RN CBAs or the interpretation, application, performance, termination, or any alleged breach thereof, not otherwise within the jurisdiction of the CIPC, subject to the limitations that

(a) any dispute having RN CBA-wide implications shall be submitted to RNCIPC only on mutual agreement of the League and the RN Division, and

(b) except as provided in 8.A.4 of the January 22, 2007 MOA, disputes arising under a locally negotiated provision in a League RN CBA shall be submitted to RNCIPC only on mutual agreement of the local Employer and the RN Division.

RNCIPC shall consist of the Executive Vice President of the 1199 RN Division and the Senior Vice President and Counsel of the League who shall each appoint one other member. Their appointments for the duration of this Agreement are Robert Linn, Esq. and Amy Gladstein, Esq.

In the absence of a resolution by the RNCIPC, the issue shall be submitted to Robert Linn, Esq., and Amy Gladstein, Esq. Upon their failure to agree, the unresolved issue shall be submitted to an arbitrator selected by them.

11. Other CBAs

All terms and conditions in the Other CBAs for the Employers and new bargaining units set forth in Schedule B shall remain in full force and effect and shall be deemed local agreements to the 2007 - 2011 League Multi-Employer Collective Bargaining Agreement that, effective June 1, 2009, is extended through April 30, 2015, unless expressly modified during the course of these negotiations and incorporated into this MOA.

12. League Nursing Home Members

A. Nursing Home Task Force

The League and the Union agree that voluntary not for profit nursing homes provide a level of services that are an essential element in the continuum of care needed by the community and should be preserved. Scheduled changes to Medicaid and Medicare reimbursement may place the nursing home Employers (including Hospital affiliated nursing homes) ("Homes") at a competitive disadvantage.

Accordingly, the League and the Union shall promptly appoint an equal number of members to a task force. In addition to developing and implementing initiatives to reverse the scheduled cuts to Medicaid revenues for downstate non-profit nursing homes, no later than May 31, 2010, the Task Force shall issue a report comparing the Homes'

(a) total compensation per hour of work for Union Members, and

(b) Medicaid and Medicare reimbursement for operations for the duration of this Agreement,

to homes with which they compete. The task force shall recommend steps which will allow the Homes to compete.

Disputes under the foregoing paragraphs shall be referred to CIPC for resolution, *provided that*, if CIPC is unable to agree that economic relief for the Homes is warranted and the matter is submitted to the CIPC arbitrator, the only remedy the arbitrator may award shall be with respect to wages of new hires.

In addition, a Home may petition CIPC for additional relief from the provisions of this Agreement. To obtain relief, the Home must demonstrate a substantial decline in the ratio of its operating revenue to its cost under this Agreement at the time it is executed resulting in its financial condition being so poor that it will have to substantially reduce the quantity, or skill mix, of 1199 Bargaining Unit work hours per resident day causing reduced service to its residents. Only matters submitted to CIPC during the period June 1, 2010 through May 31, 2012 shall be subject to CIPC arbitration.

B. QCC

The following shall apply to the League Nursing Home Employers that participate in the QCC.

Quality Care Community (formerly known as Quality Care Committee, changed by QCC Steering Committee to better reflect the work)

1199SEIU and the League of Voluntary Hospitals & Homes agree that work of the Quality Care Community ("QCC") shall continue and that Exhibit G shall remain in full force and effect except as modified below.

1. Under "Committee Objectives", Section C(5)(ii) shall be amended to provide funding for the work of the QCC in the amount of \$350,000 per year for each year of the Agreement as part of the LMI funding.
2. Add a Section C (6) under heading "Framework Quality Care requires exploring:" which shall read:

Areas of Potential Innovation

- Career ladders
 - Scheduling
 - New job roles and responsibilities
 - Work rules
 - Technology
 - Training
 - Job security
 - Rewards and recognition
3. “Project Structure, Roles & Responsibilities”, Section (A)(11), last sentence, shall be amended to provide that: “Subcommittees may be formed as needed.” Delete paragraphs (i), (ii) and (iii) and replace with the following:

Three subcommittees are recognized and will address such items as:

- 1) **Program Committee:**
 - a. Approaches to expanding and deepening the innovations developed through the NMPCC pilots;
 - b. Referencing and/or incorporating, where appropriate, relevant public and private guidelines on person centered care.
- 2) **Data and Measurement Committee:**
 - a. Evaluation of the work of the QCC homes;
 - b. Measurement and monitoring of the progress of the QCC homes;
 - c. Defining “success”.
- 3) **Contract Language Committee:**
 - a. Ensuring flexibility to effectuate change while providing protections for employees and the Union in a rapidly changing environment;
 - b. Determining what safeguards are necessary;
 - c. Considering mechanisms to be used to resolve disagreements between the parties;
 - d. Making recommendations concerning the timeframe and structure for addressing these and other issues regarding the work of QCC homes.

Each Committee shall consist of an equal number of Union and Employer representatives to be appointed by the co-chairs of the QCC Steering Committee.

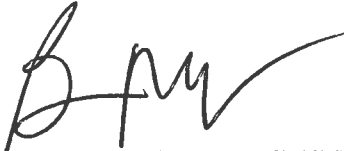
4. Section 3(E) shall be amended to state that the “Contract Language” and “Data and Measurement” Sub-Committees of the QCC Committee shall jointly develop a process and timeline for evaluating and, if appropriate

and mutually agreed upon, expanding the QCC Homes' pilot projects. Unless extended by mutual agreement, the "Contract Language" and "Data and Measurement" Sub-committees shall make a joint recommendation to the QCC Steering Committee concerning a process and timeframe for expanding the work of the QCC Homes' pilot projects by February 28, 2010.

13. This MOA is subject to ratification by (a) the Union membership and the League Members in Schedules A and B as a multi-employer group, and (b) the Union members of the RN Division voting as a single group and the League RN Employers in Schedule C, voting as a single group. Both parties shall use their best efforts to ratify the Agreement within thirty (30) days.


AGREED:

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

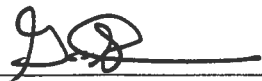
By 
Bruce McIver, President

Date: July 19, 2009


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

By 
Thomas A. Helfrich, Esq.,
Sr. Vice President and Counsel
Date: July 19, 2009

1199SEIU UNITED HEALTHCARE WORKERS EAST

By 
George Gresham, President

Date: July 19, 2009

By 
Norma Amsterdam, R.N.
Executive Vice President
Date: July 19, 2009



Maria Castaneda, Secretary-Treasurer

Exhibit A to the Memorandum of Agreement between the League and 1199SEIU

Preferred Schedule of the Rehabilitation Plan of the 1199SEIU Health Care Employees Pension Fund

Benefits Modifications:

The following changes in the benefits provided under the terms of the 1199SEIU Health Care Employees Pension Plan shall apply under the terms of the Preferred Schedule of the Rehabilitation Plan.

- The previously-bargained increase in the multiplier for Credited Future Service to 1.875% is rescinded; except as provided below, the current benefit formula will remain in effect;
- The previously-bargained retiree COLAs scheduled to take effect on December 1, 2009 and December 1, 2010 are rescinded;
- The Credited Future Service benefit calculation formula for Participants who commence participation on or after August 1, 2009 will be 1.60% of ten-year final average pay, multiplied by Years of Credited Future Service, except that the current 1.85% formula and five year final pay average shall apply to Participants who receive Credited Past Service Benefits under the following provision;
- *There will be no Credited Past Service Benefit for newly organized units covered by collective bargaining agreements which are executed on or after August 1, 2009, except that the current Credited Past Service Benefit shall apply to the following bargaining units if an agreement providing for contributions at the rates in the Preferred Schedule is executed on or before December 1, 2009:*

| Institution Name | Unit Type | Unit Size |
|--------------------------------------|-----------------------------|------------------|
| BI Medical Center | Nurse Practitioners | 50 |
| Brookdale | HIV Counselors | 9 |
| Brookdale | Pro | 16 |
| Ferncliff Nursing Home | RNs and LPNs | 30 |
| MMC | Service | 10 |
| Mount Vernon Hospital- (Sound Shore) | Clerical | 216 |
| New York Downtown Hospital | BOC | 37 |
| Mt. Vernon Hospital | Professionals | 70 |
| NS Plainview | Pharmacists and Pharm Techs | 20 |

| | | |
|---|-------------------|-----|
| Nyack Hospital | Techs | 3 |
| Richmond University Medical Center | Pro | 14 |
| Silvercrest RN | RNs | 27 |
| Southampton Hospital | RNs | 200 |
| Southside | service | 8 |
| St. Barnabas | Service | 7 |
| St. Johns Riverside/Cochran School of Nursing | residual clerical | 6 |
| St. Johns Riverside | Clerical | 20 |
| Syosset Hospital | Pro | 8 |
| The Avenue NH | Non-Pro | 172 |
| Vassar Brothers Medical Center | Pharm techs/assts | 24 |
| Visiting Nursing Services | Clerical | 28 |

Contribution Rates: The Preferred Schedule requires that contributions be remitted to the Pension Fund at the following percentages of gross payroll:

| <u>Effective Date</u> | <u>Contribution Percentage</u> |
|-----------------------|--------------------------------|
| 12/1/09 | 7.45% |
| 12/1/10 | 8.71% |
| 12/1/11 | 9.16% |
| 12/1/12 | 15.80% |

Side Letter to MOA Dated July 19, 2009 between the League and the Union

To: Mr. George Gresham

From: Mr. Bruce McIver

Re. 1199 Pension Plan (PF)

This letter, executed simultaneously with the execution of the above MOA, shall be a part thereof as if fully set forth therein and is to confirm that wherever in the MOA reference is made to CIPC addressing a matter such issues shall be subject to CIPC arbitration, unless expressly stated to the contrary.

Very truly yours,

League of Voluntary Hospitals and Homes of New York

By, _____


Bruce McIver, President

AGREED:

1199SEIU United Health Care Workers East

By, _____


George Gresham, President

Mania Castaneda
Mania Castaneda, Secretary Treasurer

Side Letter to MOA Dated July 19, 2009 between the League and the Union

To: Mr. George Gresham

From: Mr. Bruce McIver

Re. 1199 Pension Plan (PF)

This letter, executed simultaneously with the execution of the above MOA, shall be a part thereof as if fully set forth therein and is to confirm that the PF shall be amended to provide that during the life of this Agreement and/or while the PF is in critical status any legally permissible improvements in benefits may only be made by mutual agreement of 1199 and the League.

Very truly yours,

League of Voluntary Hospitals and Homes of New York

By, _____


Bruce McIver, President

AGREED:

1199SEIU United Health Care Workers East

By, _____


George Gresham, President

Maria Castaneda
Maria Castaneda, Secretary-Treasurer

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

ARCH CARE (CATHOLIC HEALTHCARE SYSTEM)

Terence Cardinal Cooke Health Care Center

BETHCO

Beth Abraham Health Services

Center for Nursing and Rehabilitation

Schnurmacher Center for Rehabilitation & Nursing

BETH ISRAEL MEDICAL CENTER

Petrie Division

Kings Highway Division

BRONX LEBANON HOSPITAL CENTER

BRONX LEBANON SPECIAL CARE CENTER

BROOKLYN HOSPITAL CENTER

CARITAS HEALTH CARE PLANNING, INC.

Central Office Division

DOJ HEALTH SERVICES

DOJ Nursing and Rehabilitation Center

Findlay House

Findlay Plaza

EGER HEALTHCARE & 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

INTERFAITH MEDICAL CENTER

St. John's Episcopal Hospital

Jewish Hospital & Medical Center of Bklyn

ISABELLA GERIATRIC CENTER

JEWISH HOME & HOSPITAL

Bronx Division

Manhattan 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 & Rehabilitation
 Arlene and David Schlang Pavilion
 FLUSHING HOSPITAL MEDICAL CENTER
 Local 721 Bargaining Unit
 JAMAICA HOSPITAL MEDICAL CENTER
 Local 721 Bargaining Unit
 Jamaica Hospital DTC – Local 721 Bargaining Unit
 Jamaica Hospital Nursing Home
 MONTEFIORE MEDICAL CENTER
 Henry L. & Lucy Moses Division
 Jack D. Weiler Hosp. of the Albert Einstein College of Med.
 Montefiore North
 MORNINGSIDE HOUSE
 MOUNT SINAI HOSPITAL
 City Hospital Center at Elmhurst
 Queens Hospital Center
 Mt. Sinai Hospital of Queens
 NEW YORK COMMUNITY HOSPITAL OF BROOKLYN, INC.
 NEW YORK DOWNTOWN HOSPITAL
 Local 721 Bargaining Unit
 NEW YORK MEDICAL COLLEGE/VALHALLA
 NEW YORK MEDICAL COLLEGE/METROPOLITAN HOSPITAL
 NEW YORK METHODIST HOSPITAL
 NEW YORK-PRESBYTERIAN HOSPITAL/COLUMBIA UNIVERSITY MEDICAL
 CENTER
 Local 721 Bargaining Unit
 NYU LANGONE MEDICAL CENTER
 NYU Hospitals Center
 Tisch Hospital
 Rusk Institute of Rehabilitation Medicine
 NYU Hospital for Joint Diseases
 Bellevue Hospital Center
 Gouverneur Diagnostic Treatment Center
 NEW YORK WESTCHESTER SQUARE MEDICAL CENTER
 NORTH GENERAL HOSPITAL
 PARKER JEWISH INSTITUTE FOR HEALTH CARE AND REHABILITATION
 PENINSULA HOSPITAL CENTER
 Peninsula Center for Extended Care and Rehabilitation
 PRISON HEALTH SERVICES/RIKERS ISLAND
 Prison Health Services, Inc./Rikers Island

Prison Health Services, Inc. Medical Services PC
Prison Health Services, Inc. Dental Services PC
REBEKAH REHAB & EXTENDED CARE CENTER
RICHMOND UNIVERSITY MEDICAL CENTER
 Bayley Seton Campus
ST. BARNABAS HOSPITAL
 St. Barnabas Nursing Home
ST. CABRINI 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
ST. VINCENT CATHOLIC MEDICAL CENTERS
 St. Vincent's Manhattan
 Bayley Seton
 St. Mary's
 33rd St. Office
SCHNEIDER CHILDREN'S HOSPITAL
SEPHARDIC HOME
SOUND SHORE MEDICAL CENTER
SOUTH BRONX MENTAL HEALTH COUNCIL, INC.
SOUTHSIDE HOSPITAL
STATEN ISLAND UNIVERSITY HOSPITAL
 Staten Island University Hospital - North Site
 Staten Island University Hospital - South Site
THE MOUNT VERNON HOSPITAL
UNION COMMUNITY HEALTH CENTER
VILLAGE CARE OF NEW YORK
 Village Nursing Home
 Rivington House
WYCKOFF HEIGHTS MEDICAL CENTER
ZUCKER HILLSIDE HOSPITAL

**NEW LEAGUE MEMBERS AND EXISTING MEMBERS
WITH COLLECTIVE BARGAINING AGREEMENTS
COVERING LOCAL 721
WHO JOINED SINCE JANUARY 22, 2007
SCHEDULE B**

ARCH CARE (CATHOLIC HEALTHCARE SYSTEM)

Carmel Richmond Healthcare and Rehabilitation Center
Ferncliff Nursing Home Co., Inc.
Kateri Residence
Mary Manning Walsh Home
Saint Teresa's Nursing Home, Inc.
St. Vincent DePaul Residence

BETHCO

Margaret Tietz Nursing and Rehabilitation Center

EGER HEALTHCARE & REHABILITATION CENTER

Eger Harbor House, Inc.

NYU LANGONE MEDICAL CENTER

Woodhull Medical and Mental Health Center
Cumberland Diagnostic Treatment Center

ST. LUKE'S-ROOSEVELT HOSPITAL CENTER

Local 721 Bargaining Unit

SAINT VINCENT CATHOLIC MEDICAL CENTERS

Bishop Mugavero Center for Geriatric Care
St. Elizabeth Ann's Health Care & Rehabilitation Center
Saint Vincent Catholic Medical Centers-MMTP

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

BETH ISRAEL MEDICAL CENTER

**Kings Highway
Petrie Campus**

BROOKDALE HOSPITAL MEDICAL CENTER

**Schulman & Schachne Institute for Nursing & Rehabilitation
Arlene and David Schlang Pavilion**

EPISCOPAL HEALTH SERVICES, INC.

**St. John's Episcopal Hospital South Shore
Bishop Charles Waldo MacLean Episcopal Nursing Home**

FOREST HILLS HOSPITAL

JAMAICA HOSPITAL MEDICAL CENTER

Jamaica Hospital Nursing Home

MONTEFIORE NORTH

MOUNT SINAI HOSPITAL OF QUEENS

NYU HOSPITAL FOR JOINT DISEASES

NORTH GENERAL HOSPITAL

PENINSULA HOSPITAL CENTER

Peninsula Center for Extended Care and Rehabilitation

ST. BARNABAS HOSPITAL

St. Barnabas Nursing Home

ATTACHMENT A - FUND DIVERSIONS

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

| <i>Diverting Fund (From)</i> | <i>\$ mil (From)</i> | <i>Receiving Fund (To)</i> | <i>Diversion Period</i> | <i>\$ mil (To)</i> |
|------------------------------|----------------------|--|-------------------------|--------------------|
| National Benefit Fund (NBF) | \$3.31 | Contract Administrators/Delegate Training | January 1, 2012 | \$3.31 |
| National Benefit Fund (NBF) | \$3.31 | Contract Administrators/Delegate Training | July 1, 2012 | \$3.31 |
| National Benefit Fund (NBF) | \$3.18 | Contract Administrators/Delegate Training | January 1, 2013 | \$3.18 |
| National Benefit Fund (NBF) | \$3.18 | Contract Administrators/Delegate Training | July 1, 2013 | \$3.18 |
| National Benefit Fund (NBF) | \$3.28 | Contract Administrators/Delegate Training | January 1, 2014 | \$3.28 |
| National Benefit Fund (NBF) | \$3.28 | Contract Administrators/Delegate Training | July 1, 2014 | \$3.28 |
| National Benefit Fund (NBF) | \$2.34 | Contract Administrators/Delegate Training | January 1, 2015 | \$2.34 |
| | \$21.88 | Contract Admin/Delegate Training Total | | \$21.88 |
| Job Security Fund (JSF) | \$2.90 | Labor Management Initiative (LMI) | January 1, 2012 | \$2.90 |
| Job Security Fund (JSF) | \$2.90 | Labor Management Initiative (LMI) | July 1, 2012 | \$2.90 |
| Job Security Fund (JSF) | \$0.55 | Labor Management Initiative (LMI) | January 1, 2013 | \$0.55 |
| Job Security Fund (JSF) | \$0.55 | Labor Management Initiative (LMI) | July 1, 2013 | \$0.55 |
| National Benefit Fund (NBF) | \$3.95 | Labor Management Initiative (LMI) | January 1, 2013 | \$3.95 |
| National Benefit Fund (NBF) | \$3.95 | Labor Management Initiative (LMI) | July 1, 2013 | \$3.95 |
| National Benefit Fund (NBF) | \$2.34 | Labor Management Initiative (LMI) | January 1, 2014 | \$2.34 |
| Job Security Fund (JSF) | \$2.26 | Labor Management Initiative (LMI) | January 1, 2014 | \$2.26 |
| National Benefit Fund (NBF) | \$2.34 | Labor Management Initiative (LMI) | July 1, 2014 | \$2.34 |
| Job Security Fund (JSF) | \$2.26 | Labor Management Initiative (LMI) | July 1, 2014 | \$2.26 |
| National Benefit Fund (NBF) | \$1.54 | Labor Management Initiative (LMI) | January 1, 2015 | \$1.54 |
| Job Security Fund (JSF) | \$1.56 | Labor Management Initiative (LMI) | January 1, 2015 | \$1.56 |
| | \$27.09 | Labor Management Initiative (LMI) Total | | \$27.09 |
| Child Care Fund (CCF) | \$0.30 | RN LMI | January 1, 2012 | \$0.30 |
| Job Security Fund (JSF) | \$0.70 | RN LMI | January 1, 2013 | \$0.70 |
| Job Security Fund (JSF) | \$0.70 | RN LMI | July 1, 2013 | \$0.70 |
| National Benefit Fund (NBF) | \$0.47 | RN LMI | January 1, 2014 | \$0.47 |
| National Benefit Fund (NBF) | \$0.47 | RN LMI | July 1, 2014 | \$0.47 |
| National Benefit Fund (NBF) | \$0.17 | RN LMI | January 1, 2015 | \$0.17 |
| Non League Employers | \$0.45 | RN LMI | 1/1/12-1/1/15 | \$0.45 |
| RN Experience Schedule | \$1.17 | RN LMI | 1/1/12-1/1/15 | \$1.17 |
| | \$4.43 | RN LMI Total | | \$4.43 |
| Child Care Fund (CCF) | \$0.30 | RN TJSF | January 1, 2012 | \$0.30 |
| Job Security Fund (JSF) | \$1.05 | RN TJSF | January 1, 2013 | \$1.05 |
| Job Security Fund (JSF) | \$1.05 | RN TJSF | July 1, 2013 | \$1.05 |
| National Benefit Fund (NBF) | \$0.75 | RN TJSF | January 1, 2014 | \$0.75 |
| National Benefit Fund (NBF) | \$0.75 | RN TJSF | July 1, 2014 | \$0.75 |
| National Benefit Fund (NBF) | \$0.28 | RN TJSF | January 1, 2015 | \$0.28 |
| Non League Employers | \$0.68 | RN TJSF | 1/1/12-1/1/15 | \$0.68 |
| RN Experience Schedule | \$1.75 | RN TJSF | 1/1/12-1/1/15 | \$1.75 |
| | \$6.60 | RN TJSF Total | | \$6.60 |
| Job Security Fund (JSF) | \$0.80 | LMI HEP | January 1, 2012 | \$0.80 |
| Job Security Fund (JSF) | \$0.80 | LMI HEP | July 1, 2012 | \$0.80 |
| National Benefit Fund (NBF) | \$4.83 | LMI HEP | January 1, 2012 | \$4.83 |
| National Benefit Fund (NBF) | \$4.83 | LMI HEP | July 1, 2012 | \$4.83 |
| National Benefit Fund (NBF) | \$4.50 | LMI HEP | January 1, 2013 | \$4.50 |
| National Benefit Fund (NBF) | \$4.50 | LMI HEP | July 1, 2013 | \$4.50 |
| National Benefit Fund (NBF) | \$4.50 | LMI HEP | January 1, 2014 | \$4.50 |
| National Benefit Fund (NBF) | \$4.50 | LMI HEP | July 1, 2014 | \$4.50 |
| National Benefit Fund (NBF) | \$3.00 | LMI HEP | January 1, 2015 | \$3.00 |
| | \$32.25 | LMI HEP Total | | \$32.25 |
| Child Care Fund (CCF) | \$4.05 | Training & Upgrading Fund (TUF) | January 1, 2012 | \$4.05 |
| Child Care Fund (CCF) | \$4.05 | Training & Upgrading Fund (TUF) | July 1, 2012 | \$4.05 |
| Child Care Fund (CCF) | \$0.40 | Training & Upgrading Fund (TUF) | January 1, 2013 | \$0.40 |
| National Benefit Fund (NBF) | \$2.70 | Training & Upgrading Fund (TUF) | January 1, 2013 | \$2.70 |
| Child Care Fund (CCF) | \$0.40 | Training & Upgrading Fund (TUF) | July 1, 2013 | \$0.40 |
| National Benefit Fund (NBF) | \$2.70 | Training & Upgrading Fund (TUF) | July 1, 2013 | \$2.70 |
| Child Care Fund (CCF) | \$0.52 | Training & Upgrading Fund (TUF) | January 1, 2014 | \$0.52 |
| National Benefit Fund (NBF) | \$2.67 | Training & Upgrading Fund (TUF) | January 1, 2014 | \$2.67 |
| Child Care Fund (CCF) | \$0.52 | Training & Upgrading Fund (TUF) | July 1, 2014 | \$0.52 |
| National Benefit Fund (NBF) | \$2.67 | Training & Upgrading Fund (TUF) | July 1, 2014 | \$2.67 |
| Child Care Fund (CCF) | \$0.42 | Training & Upgrading Fund (TUF) | January 1, 2015 | \$0.42 |
| National Benefit Fund (NBF) | \$1.42 | Training & Upgrading Fund (TUF) | January 1, 2015 | \$1.42 |
| | \$22.52 | Training & Upgrading Fund (TUF) Total | | \$22.52 |
| National Benefit Fund (NBF) | \$2.81 | CIPC Discretionary Funds | January 1, 2012 | \$2.81 |
| National Benefit Fund (NBF) | \$3.59 | CIPC Discretionary Funds | January 1, 2013 | \$3.59 |
| National Benefit Fund (NBF) | \$4.28 | CIPC Discretionary Funds | January 1, 2014 | \$4.28 |
| National Benefit Fund (NBF) | \$1.32 | CIPC Discretionary Funds | January 1, 2015 | \$1.32 |
| | \$12.00 | Training & Upgrading Fund (TUF) Total | | \$12.00 |
| | \$126.78 | Grand Total | | \$126.78 |