2021 1199- GNY Multi-Employer Bargaining

1199's First Revised Proposals

Dated: October 14, 2021

1. Maintenance of current terms:

   All terms and conditions in the CBAs between 1199SEIU United Healthcare Workers East and the Greater New York Health Care Facilities Association, Empire State Labor Group, Southern New York Associates, United Health Care Association, Long Island Health Care Association and the independent facilities, including all side letters, exhibits and stipulations and attachments thereto, and the successor MOAs (collectively CBAs) shall remain in full force and effect, except as modified by these proposals. The parties shall consolidate the CBA and successor MOAs into 2021-24 CBAs.

2. Duration: 3 years from October 1, 2021 – September 30, 2024

3. Wages and Lump Sum Bonus:

   a. Increase base weekly rates, minimum rates and steps as follows:

      1. December 1, 2021 – 2%

      2. December 1, 2022 – 3%

      3. December 1, 2023 – 3%

      4. Non-Master Facilities - The percentage wage increases above shall be calculated on the Master Facility wage base applicable to employees hired before July 29, 2015 for each Employee's classification, and that amount shall be added to the minimum rates applicable to employees hired before and after July 29, 2015.

      5. If an Employer does not implement the wage increases within 30 days of the effective date of such increase, then the Employer shall pay an additional .5% wage increase to the Employees retroactive to the effective date of the wage increase that was not timely paid.

   b. Lump Sum Recognition Payment January 1, 2022

      1. Effective with the first payroll period following January 1, 2022, each full-time Employee on the payroll on that date and who was employed ninety (90) days prior to that date, shall receive a lump sum recognition payment of $3000, representing appreciation for their heroic efforts during the COVID-19 pandemic. The payment shall be prorated for part-time Employees based on the average hours actually worked

during the foregoing ninety (90) day period (or the ninety (90) day period referred to in paragraph 3.b.3 below, where applicable).

2. The lump sum recognition payment shall not be considered as pay for any purpose, including payment of contributions to, or benefits provided by, the Union Funds, or for purposes of overtime, shift or other differentials or any form of premium pay.

3. The term "employed" as used in this Section 3.b shall include (i) all periods of paid leave and (ii) for this Section 3.b only: (x) a period for which the Employee is entitled to receipt of disability or workers compensation payments from the GNYBF or other insurance paid for by the Employer, or (y) a period of authorized unpaid leave of absence or layoff, if but only if the individuals who were on an authorized unpaid leave of absence or layoff (with recall rights) on the first pay period following January 1, 2022 return to work to a regular full-time or regular part-time position at the end of the leave, or, in the case of layoff, before their recall rights have expired, and work for a period of ninety (90) days following such return.

4. The lump sum recognition payment shall be in a separate payment. Withholding shall be based on the most favorable tax treatment for the Employees permitted by law.

c. Wage Parity – Non-master facilities

1. If an Employer does not implement the wage rate and bonus supplement within 30 days of receiving the Transformation Fund monies from the State, then the Employer shall pay an additional $0.05 per hour wage increase to the Employees retroactive to the effective date of the supplemental wage increase.

2. Effective June 1, 2022, each Employee whose base wage rate is below the applicable master facility wage rate for her/his classification shall have her/his base wage rate increased to the applicable master facility wage rate or receive a $.10 per hour supplemental wage increase, whichever is less.

3. Effective June 1, 2023, each Employee whose base wage rate is below the applicable master facility wage rate for her/his classification shall have her/his base wage rate increased to the applicable master facility wage rate or receive a $.10 per hour supplemental wage increase, whichever is less.

4. Effective June 1, 2024, each Employee whose base wage rate is below the applicable master facility wage rate for her/his classification shall have her/his base wage rate increased to the applicable master facility wage rate or receive a $.10 per hour supplemental wage increase, whichever is less.

d. LPNs

1. Effective September 30, 2021, no LPN shall be paid less than League LPN minimum rates of pay applicable on that date.

2. Charge Pay: Employees shall receive the greater of $2.00 per hour or the current charge pay paid by the Employer, whichever is greater.

e. Cooks – Effective September 30, 2021, the minimum rate of pay shall be:

i. $27.26 per hour for First Cooks
ii. $25.18 per hour for Second Cooks.

f. Maintenance Employees who are required to obtain and maintain certification including, but not limited to, fire safety, HVAC and/or oxygen certification shall be paid a differential of $0.50 per hour.

g. Public Health Emergency/Recognition Pay: When there is a federal or state declared public health emergency that results in a material increase in hazard to unit members in the performance of their work duties at their place of employment, 1199 may demand local bargaining over emergency/recognition pay. In the event there is no local resolution within thirty (30) calendar days from 1199's demand, 1199 can refer the dispute to the Impartial Chairman for resolution. The Impartial Chairman shall consider the Employer's ability to pay in awarding relief, if any. This procedure shall not apply to weather-related emergencies or the current COVID-19 pandemic emergency.

4. <u>Health/Pension/Education/Child Care</u>

a. <u>Benefit Fund</u>:

Effective October 1, 2021, the Employers shall pay the actuarially determined contribution rate necessary to maintain the current the plan of benefits in effect on September 29, 2021; the required rate shall be adjusted to the extent of any Advanced Training Initiative (ATI) funding from New York State. Effective October 1, 2021, the master rate is 34.26%.

The ATI side letter and the funding assumptions and procedures set forth in that letter, as updated to reflect the extension of the CBA through September 30, 2024, shall remain in full force and effect.

b. <u>Pension Fund</u>:

1. The Employers shall continue to pay the actuarially determined contribution rate necessary to maintain the current plan of benefits as modified in section 2 below. Effective October 1, 2021, the contribution rate is 10.5%. This rate is inclusive of the costs of the pension improvements set forth in Section 2 below.

2. Pension Fund Improvements:

a. Effective January 1, 2022, the accrual rate for employees hired on or after August 1, 2009 who are earning $19 per year of service as of that date shall be increased as follows:

b. $30 per year of service retroactive to the date of hire;

c. After accruing 10 years of service credits the accrual rate shall increase to $37 per year retroactive to the date of hire.

c. Small Funds Other Than JSF: The Employers shall continue to contribute to the Education and Child Care Funds at .5% of gross payroll for each Fund; and continue to contribute to the Worker Participation Fund and Long-term Care Advocacy Project at .25% of gross payroll for each fund.

d. Full Funds Coverage:

i. Effective January 1, 2022, any Employer that is not contributing to all the 1199 Funds shall become a contributing Employer to those Funds to which the Employer is not yet contributing.

ii. Effective January 1, 2022, all Employees shall be covered by all the 1199 Funds on behalf of all the 1199-represented Employees.

5. Holidays: Juneteenth shall be added as an additional legal holiday in addition to the existing holidays and free days.

6. Job Security: The Employers shall maintain our job security by:

a. Continuing to contribute to the Job Security Fund at .25% of gross payroll.

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

7. Training and Upgrading Fund Graduate Hiring Committee: A committee made up of representatives of the Union, the Employers, and the Education Fund will be established within 120 days of the ratification of the agreement to study and make recommendations to the parties regarding how to increase the rate of hire of graduates of Education programs, including RNs, at the Employers.

8. Staffing Compliance:

a. Compliance with the 2014-17 MOA and 2016 Scheinman Award (collectively the "2014 MOA"):

1. By January 1, 2022, all Employers will complete their compliance with hiring obligations under the 2014 MOA. This obligation is separate and distinct from staffing obligations required under NYS law.

2. Effective January 1, 2022, the 10% agency allowance established in the 2016 Scheinman Award shall be eliminated and the use of agency employees shall fully comply with the terms of the underlying CBA (a maximum of 60 days/position). This obligation is separate and distinct from staffing obligations required under NYS law.

3. Due to the Employers' failure to comply with the 2014 MOA hiring obligations, the Employers shall make one-time payments of $_________ to the GNYBF and $_______ to the GNYPF by December 31, 2021.

4. In the event the parties are unable to reach agreement on the above, 1199 reserves its right to pursue the existing arbitration mechanism to enforce the 2014 MOA.

9. To ensure compliance with statutory and contractual staffing obligations, the Employer shall furnish 1199 with (i) New York State cost reports and (ii) quarterly data furnished to the Payroll-Based Journal System, within ten (10) days of submission.

10. Changes in Ownership:

a. Within ten (10) days of entering into a management services agreement, contract for sale of assets or stock, or other agreement to transfer (either partially or in whole) management and/or ownership of the Home ("Transfer Agreement"), the Home shall provide to 1199 the following information:

1. The name of the entity/entities that will be operating and/or owning the Home together with the contact information of the owners/principals,

2. A complete copy of the Transfer Agreement. The Home may redact information regarding the sale price.

3. In addition, the Home shall furnish 1199 with copies of any documents sent to the Public Health and Health Planning Council or other State agency in connection with the Certificate of Need process and the Attorney General's office and/or filed with the court in connection with the review of a transfer of ownership pursuant to the New York Not-for-Profit Corporation Law. The Home may redact information regarding the sale price.

b. Failure to give 1199 the notices and information set forth in paragraphs 9 and 10 above shall be immediately referred to the Impartial Chairman for expedited arbitration within 10 days of the date of referral.

11. Expediting Arbitrations: Within sixty days from the execution of this agreement, 1199 and the Employer representatives, in consultation with the Impartial Chair, shall establish procedures so that arbitrations are heard within thirty (30) days of filing. If an arbitration is not heard within thirty (30) days, then the party who filed the arbitration may refer the dispute to another forum. The Arbitrator shall issue a decision within thirty (30) days of the hearing.

12. Professional and Technical Jobs:

    a. Preceptor Pay: Any Employees in Professional/Technical titles assigned in writing by management to instruct and/or teach other employees, students or residents, in a new modality, technique or in the use of new technology, shall be paid an additional $2.00/hour for the hours they actually spend precepting. Orientation or onboarding of new employees, students or residents to existing work procedures and processes, without the preceptor duties identified above, shall not be deemed precepting.

    b. Continuing Education: Professional and Technical Employees who are required by the Employer to present at a professional conference shall be released with pay for two (2) days per contract year. (League is 1 additional day for 3 days)

13. At each facility the Labor-Management Committee shall:

    a. Establish safety and training protocols, and review compensation, for Employees regularly assigned to special needs residents. The parties may request assistance from the 1199SEIU Labor Management Project. If the Union and the Employers cannot reach agreement, any disputes shall be subject to mediation before Arbitrator Martin F. Scheinman.

    b. Develop an emergency mandation nurse-staffing plan.

    c. Review Employee requests for schedule accommodation to attend health-care related courses.

14. Effective January 1, 2022, each Employee's paystub shall list the amount of accrued, but unused vacation, sick, personal and holiday time, respectively, and the accrual rate for each type of paid time off.

15. NYC Earned Safe and Sick Time Law:

    See attached side letter.

16. Bargaining Committee: The members of the bargaining committee (2 paraprofessional, 1 LPN/Technical, and 1 RN/Professional) shall be paid on an on-going basis for all work time lost as a result of their participation in negotiations.

1199 reserves the right to add to or amend these proposals until such time as the parties reach final agreement.

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

_______________, 2021

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

Dear Ms. Silva:

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

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

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

Very truly yours,

____
Name, Title

Accepted and Agreed to by:

1199SEIU United Healthcare Workers East

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Milly Silva, Executive Vice President