

**1199SEIU UNITED HEALTHCARE WORKERS EAST – GREATER NEW YORK
HEALTH CARE FACILITIES ASSOCIATION, THE EMPIRE STATE LABOR
GROUP, THE SOUTHERN NEW YORK ASSOCIATES, THE UNITED HEALTH
CARE ASSOCIATION, THE LONG ISLAND HEALTH CARE ASSOCIATION,
AND THE INDEPENDENT FACILITIES**

SUMMARY OF 2023-2026 EXTENSION MEMORANDUM OF AGREEMENT

The attached draft Memorandum of Agreement and side letter reflect the results of the Parties' negotiations which will be submitted to the principals of each Employer, the Union and the Union membership for approval, ratification, and signature within ten (10) days. This Summary may be signed in counterparts.

Dated: June 14, 2023


Michael Balboni


Ari Weiss


Neil Heyman


Eric P. Simon


Christopher Valentino


Robin Rosen


Yvonne Armstrong



Darlene Williams



Allan Sherman

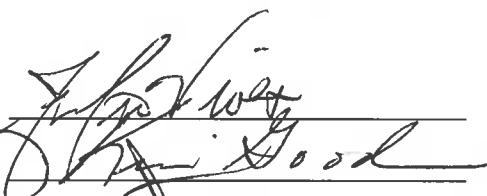
1199SEIU United Healthcare Workers East Negotiating Committee:

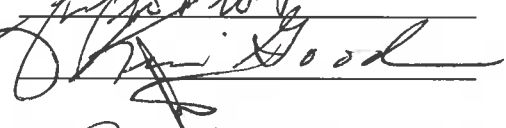

Nick Caruso

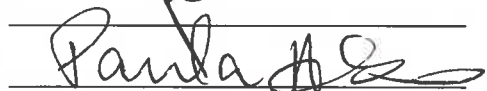

William Keane


Patricia Smith


Veronica Nepani


John King


Paul Good


Paula

1199SEIU United Healthcare Workers East Negotiating Committee:

~~SM~~
~~Benjamin J. Spencer~~
William Hanks
Eugene Spencer
Dennis J. King
Muriel Smith
Randy Foy
Luis Bernal
John H. H.
Polly Henken
Mike Brown
Peter
David Alford
Donald Sytkie
Cynthia
Hettie Lefkowitz
Dorothy J. Jamn
Sergius

William H.
Avery Wayne
E. Duane
11

This image shows a blank sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible on each side of a central vertical crease, suggesting it might be a double-page spread or a wide sheet folded in half. The lines are thin and consistent in color and thickness throughout the document.

2023-2026 EXTENSION MEMORANDUM OF AGREEMENT

BY AND BETWEEN

1199SEIU UNITED HEALTHCARE WORKERS EAST

AND

GREATER NEW YORK HEALTH CARE FACILITIES ASSOCIATION, THE EMPIRE STATE LABOR GROUP, THE SOUTHERN NEW YORK ASSOCIATES, THE UNITED HEALTH CARE ASSOCIATION, THE LONG ISLAND HEALTH CARE ASSOCIATION, AND THE INDEPENDENT FACILITIES

WHEREAS, 1199SEIU United Healthcare Workers East (“1199” or “Union”) and the Greater New York Health Care Facilities Association, the Empire State Labor Group, the Southern New York Associates, the United Health Care Association, the Long Island Health Care Association, and the independent facilities on Attachment A (“Employers”) are parties to Collective Bargaining Agreements and successor MOAs effective through September 30, 2024 (collectively “CBAs”); and

WHEREAS, the parties are desirous of maintaining an amicable collective bargaining relationship and maintaining the Employees’ terms and conditions of employment

NOW, THEREFORE, the parties agree as follows:

1. **Maintenance of current terms:**

All terms and conditions in the CBAs between 1199 and the Employers, including all side letters, exhibits, stipulations and attachments thereto, shall remain in full force and effect, except as modified by this Agreement. The parties shall consolidate the CBAs and this MOA into fully integrated 2021-26 CBAs.

2. **Duration:** Effective July 1, 2023, the CBAs shall be extended through and including September 30, 2026.

3. **Wages and Lump Sum Bonus:**

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

1. July 1, 2023 – 7%. Notwithstanding the foregoing, the wage increase shall be paid in the first payroll period following 10/1/23 retroactive to 7/1/23. (For the avoidance of doubt, the 12/1/23 wage increase of 3% agreed to in the 2021-24 MOAs shall no longer be in effect, and shall be replaced by the July 1, 2023 7% wage increase.)
2. December 1, 2024 – 6%
3. December 1, 2025 – 5%

4. The retroactive portion of the July 1, 2023 wage increase shall be paid in a lump sum payment in the first payroll period following October 1, 2023. The lump sum payment shall be in a separate payment. Withholding shall be based on the most favorable tax treatment for the Employees permitted by law. Employees who have left employment prior to the retroactive payment shall be entitled to the retroactive payment for all hours paid between July 1, 2023 and the effective date of the separation.
5. Contributions to all Funds shall be made on the retroactive payment set forth above.
6. Non-Master Facilities - The percentage wage increases above shall be calculated on the applicable Master Facility wage rate for each Employee's classification, and that amount shall be added to the minimum rates. The parties agree to interest arbitration before the Impartial Chairman Martin F. Scheinman to resolve any dispute concerning the applicable Master Facility wage rate for purposes of this provision.

b. LPNs

1. LPNs shall receive the greater of the wage increases listed in 3.a. above or the minimum hourly rates set forth below:

	7/1/2023	12/1/2024	12/1/2025
Pre-2015	\$32.67	\$34.95	\$37.40
Post-2015 ¹	\$30.12	\$32.23	\$34.48

The July 1, 2023 minimum rates shall be implemented the first payroll period following 10/1/23 retroactive to 7/1/23.

The retroactive portion of the July 1, 2023 wage and minimum rate increases shall be paid in a lump sum payment in the first payroll period following October 1, 2023. The lump sum payment shall be in a separate payment. Withholding shall be based on the most favorable tax treatment for the Employees permitted by law. Employees who have left employment prior to the retroactive payment shall be entitled to the retroactive payment for all hours paid between July 1, 2023 and the effective date of the separation.

Contributions to all Funds shall be made on the retroactive payment set forth above.

¹ This is the 0-5 year rate.

4. **Health/Pension/Education/Child Care:**

The Employers shall continue to contribute the amounts necessary to the Benefit Fund to maintain the current plan of benefits and maintain a reserve equal to one month of total costs and shall continue to contribute the amounts necessary to maintain the current level of benefits in the Pension, Education, Child Care and Job Security Funds. The rates of contribution during the Extension Period to the Benefit Fund shall be as follows:

a. **Benefit Fund:**

Effective October 1, 2024, the Master Rate of Contribution is 27.80% of gross payroll, which includes the rate reduction attributable to the Advanced Training Initiative ("ATI") and other funding from New York State for the term of the Agreement.

The exclusion of 1.5 points of the 2021 3.5% wage increase from Funds contributions shall continue through September 30, 2024.

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, 2026, shall remain in full force and effect.

5. **NDIC Committee:** The Union and the Employers agree to utilize the NDIC Committee to discuss industry-wide issues of mutual concern including, but not limited to, slotting. The parties will utilize the Impartial Chairman as needed.

6. **Subject to Ratification:** This Agreement is subject to ratification by the Union and its membership, and approval by the respective Employers.

Dated: July 14, 2023

ACCEPTED AND AGREED:

1199SEIU UNITED HEALTHCARE
WORKERS EAST

ACCEPTED AND AGREED:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SIDE LETTER REGARDING BENEFIT FUND MINIMUM CONTRIBUTION RATE

June 14, 2023

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

Dear Mr. Williams:

This letter is delivered simultaneously with the execution of the parties 2023-26 Extension collective bargaining agreement.

The Minimum Rate of contribution to the Benefit Fund shall be 1.75% lower than the Master Rate of contribution; as of October 1, 2024 the Minimum Rate is 26.05% of gross payroll. Any Employer paying below the Master Rate shall adjust its contribution rate by the same percentage points that the Master Rate is adjusted, up to the Master Rate.

If you agree 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

Daine Williams, Executive Vice President