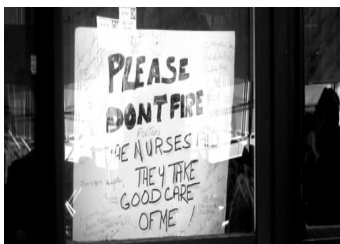
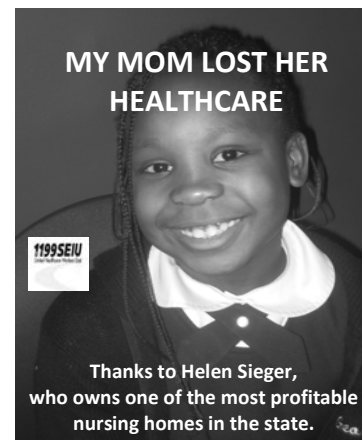


Fact Sheet

updated 03/06/08

Kingsbridge Heights Nursing Home Strike
3400 Cannon Place Bronx

- On Wednesday, February 20, 2008 all 220 1199SEIU caregivers at the 400-bed Kingsbridge Heights Center for Rehabilitation walked off the job and on to an unfair labor practices picket line.
- Kingsbridge Heights is among the most profitable nursing homes in New York State.
- **In 2006, it reported a profit of \$5,219,907, the vast majority of which was paid by the state Medicaid program. Kingsbridge's Medicaid cost reports include an auto lease for a Jaguar at \$1,040 per month.**
- The healthcare workers at Kingsbridge Heights have been union members for over 30 years.
- Today, 1199SEIU represents workers in 240 nursing homes (40,000 union members) in the Greater New York metropolitan area. They all have contracts that expire in 2011. All these employers pay the same (standard) amount for the workers' healthcare benefits.
- In the past, there had always been a signed collective bargaining agreement (contract) between the Kingsbridge Heights employer and 1199SEIU that included wages and benefits, which were standard for all 40,000 1199SEIU nursing home workers.
- However, since 2002, Helen Sieger, the current owner of Kingsbridge Heights has not signed a contract. In 2004, the National Labor Relations Board (NLRB), the federal agency in Washington, D.C., ruled that Kingsbridge Heights violated federal labor law by refusing to sign the multi-employer contract that had been agreed to by all the other nursing homes. Ms. Sieger appealed this decision and lost. She was ordered to pay \$630,000 for the benefits for which the union had to go to U.S. Court to collect.
- In 2006, Kingsbridge Heights agreed to settle NLRB charges and contribute to the 1199 Health Benefit Fund (to which all the other nursing homes contribute). Although she made sporadic payments, *she did not live up to her settlement agreement. Ultimately, she stopped making any payments and owes 2.7 million dollars. As a result of not making the owed contributions, the workers medical benefits were terminated in November, 2007.*
- Every attempt was made by the union to reach an agreement—to no avail. Finally, after her repeated refusals to negotiate, the union was forced to send a 30-day strike notice (required by law) to Ms. Sieger and Federal and State Mediation Services. On February 19, the day before the strike deadline, a state mediator called the parties together. The union staff and the negotiating committee waited. Ms. Sieger and her attorney never showed up. That left the caregivers with no choice but to strike the next morning at 6:00 a.m.
- In January 2008, the NLRB ruled that Kingsbridge Heights violated the law by illegally videotaping workers who were on an informational picket line and by unlawfully threatening workers by telling them that if they go on strike, she may not hire them back.
- Ms. Sieger has failed to pay rent on the facility's property and was issued eviction papers by the home's landlord, CG Limited Partnership, which is owned by the Michael and Pola Tenenbaum Trust (members of her family). Should the court rule against Helen Sieger and she fails to pay the back rent owed, the nursing home, and all its residents will be in imminent danger of eviction.
- On March 1, 2008, the Northeast Region of the Federal Mediation and Conciliatory Relations in Washington D.C. called the parties together for Friday, March 7, 2008. The union again agreed to meet, but Ms. Sieger's attorney said he was out of the country and not available. The union has asked for additional dates and as of yet has not received a response.
- Ms. Sieger seriously minimizes and ignores the problems that the workers, residents and their families are facing by claiming that the dispute that led to the strike is 1199SEIU's demand for a particular arbitrator who she did not want to utilize. However, the fact is that prior to the strike, the union agreed to Ms. Sieger's proposal, in writing, that said the American Arbitration Association would be used as the arbitrator of the contract negotiations. In effect, the choice of arbitrator is not even an issue.



For more information in www.1199seiu.org