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Via Email jkaplan@littler.com

30
March ~~28~~, 2012

Jonathan Kaplan, Esq.
Littler Mendelson, P.C.
3725 Champion Hills Drive, Suite 3000
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Dear Mr. Kaplan,

At the close of negotiations on March 28th, you advised the Union that your client was prepared to end its unlawful lockout at the West River facility in Milford. You conditioned the offer, for your own public relations purposes, on the Union agreeing to meet for four (4) additional dates in April and four (4) additional dates in May. The reason you made the offer to end the lockout, of course, is because the NLRB has advised you that the agency believes the lockout was in furtherance of Healthbridge's bad faith bargaining and your client decided to cap its liability to the unlawfully locked out employees by ending the lockout. The reason you conditioned the lockout on the additional meeting dates, of course, is to provide a pretext for your client ending the unlawful lockout.

The Union will go along with your charade and agree to four (4) negotiation dates in both April and May. I use the word "charade" in a literal, not rhetorical, sense. As the Union has repeatedly advised you, so long as your client persists in its "predictably unacceptable" bargaining demands, including that Union employees agree to surrender all or virtually all economic gains achieved over many years of collective bargaining and accept the same economic terms that your client unilaterally imposes on its non-union employees (no defined benefit pension, no Training Fund, no paid lunch, no overtime after 8 hours, massive employee contributions for health coverage, etc), bargaining sessions will largely remain a charade. This is so whether the parties meet monthly, weekly or twice a day. You fool no one who is knowledgeable when you put out propaganda saying you are willing to "meet around the clock" in negotiations. All that signifies is that your arrogant client is wealthy enough to pay you large sums of money to sit around hoping that the Union will knuckle under to your unlawful bargaining tactics and objectives. There can be no meaningful progress, no matter the frequency of the meetings, until your client abandons its unlawful bargaining tactics and objectives.

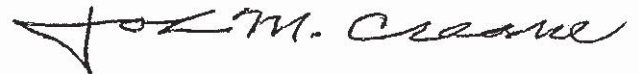
Given your client's irresponsible pattern sowing fear and uncertainty among the frail and vulnerable residents of its homes as well as its employees unless its unlawful bargaining demands are met, - the West River lockout, the de facto closure of the Wethersfield facility, the bombastic threats to close all Union facilities- the Union requests that Healthbridge commit to the following "cooling off" ground rules as part of ending the West River lockout:

1. No lockouts or threatened closures at any 1199 Healthbridge facility in Connecticut for the remainder of 2012 or until the parties agree on successor collective bargaining Agreements, whichever occurs first;
2. No unilateral implementation of any changed terms and conditions of employment at any 1199 Healthbridge facility in Connecticut for the remainder of 2012 or until the parties agree on successor collective bargaining agreements, whichever occurs first;
3. In return, the Union would agree not to strike at any 1199 Healthbridge facility in Connecticut for the remainder of 2012 or until the parties agree on successor collective bargaining agreements, whichever occurs first;

The Union believes that the above agreement would provide all concerned, especially residents and employees, with a period of stability that is badly needed. Your clients, powerful and wealthy as they may be, do not have the right to continue to repeatedly threaten, or in some cases carry out, massive disruptions in the lives of frail residents and employees. Your clients are, at the end of the day, simply run of the mill wealthy businessmen in pursuit of even more wealth; they should immediately cease, in their blind pursuit of greater profits, trying to bully and frighten elderly residents, resident families and dedicated employee caregivers. That said, the Union does not condition ending the unlawful West River lockout on your client agreeing to the "cooling off" period described above or even on your client agreeing to cease its unlawful and morally reprehensible conduct.

The Union is available to meet on April 11, 17, 24 and 25 and May 1, 10, 15 and 22. Suzanne Clark will coordinate the return of locked out employees for the Union. Who should she be in touch with for Healthbridge?

Very Truly Yours,



John M. Creane

CC: *David Pickus*
Suzanne Clark
Deborah Chernoff