

Memorandum of Agreement

This MEMORANDUM OF AGREEMENT (“MOA”) is made on the 7th of December, 2018, by and between THE WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York (“WCHCC”) and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO for Unit 9201 of THE WESTCHESTER COUNTY LOCAL 860 (“CSEA”):

WHEREAS, the Collective Bargaining Agreement (“CBA”) between WCHCC and CSEA will expire by its terms on December 31, 2018; and

WHEREAS, except as modified by this MOA, all provisions of the CBA shall remain in full force and effect; and

WHEREAS, the parties have negotiated terms for a successor agreement, subject to ratification by CSEA members and final approval by WCHCC’s Board of Directors:

NOW, THEREFORE, it is hereby agreed as follows:

1) Term

The term of the successor agreement shall be January 1, 2019 through December 31, 2023.

2) Wages, Longevity and Lump Sum Payments

- a) Effective January 1, 2019, each step of the current salary schedule in Appendices D, J, and K in effect on December 31, 2018, shall be increased by two and a half percent (2.5%)
- b) Effective January 1, 2020, each step of the current salary schedule in Appendices D, J, and K in effect on December 31, 2019, shall be increased by two and a half percent (2.5%)
- c) Effective January 1, 2021, each step of the salary schedule in Appendices D, J, and K in effect on December 31, 2020, shall be increased by three percent (3%).
- d) Effective January 1, 2022, each step of the salary schedule in Appendices D, J, and K in effect on December 31, 2021, shall be increased by three percent (3%).
- e) Effective January 1, 2023, each step of the salary schedule in Appendices D, J, and K in effect on December 31, 2022, shall be increased by three percent (3%).
- f) Effective January 1, 2019 the current merit step in Appendix D shall be made a step 6, and the current language regarding merit increases in Article IV, Section 4, shall be removed. All employees may progress to Step 6 in the same manner as for all other increment increases in the current collective bargaining agreement.

- g) Effective January 1, 2019, each longevity payment under Article IV, Section 5 of the CBA shall increase by \$50.00, as follows:
 - i) After five (5) years of continuous Corporation service, paid at the annual rate of one thousand two hundred dollars (\$1,200.00).
 - ii) After ten (10) years of continuous Corporation service, paid at the annual rate of one thousand five hundred dollars (\$1,500.00).
 - iii) After fifteen (15) years of continuous Corporation service, paid at the annual rate of one thousand six hundred dollars and twenty-five dollars (\$1,625.00).
 - iv) After twenty (20) years of continuous Corporation service, paid at the annual rate of two thousand and twenty-five dollars (\$2,025.00).
 - v) After twenty-five (25) years of continuous Corporation service, paid at the annual rate of two thousand and two hundred and fifty dollars (\$2,250.00).
- h) Appendix K, Pharmacy Compensation and Salary shall be modified as follows:
 - i) Effective January 1, 2019, except for those employees already entitled to such payments by virtue of hires made prior to January 1, 2019, Pharmacy employees will no longer receive a sign on bonus or a referral bonus.

3) Overtime

Article IV, Section 10 (B) Paragraph No. 2, shall be modified to apply to Job Groups 14 and above.

4) Health Insurance

- a) The provisions of Article X, Section 1A, Health Insurance, shall be modified entirely, to state the following:
 - i) All CSEA members employed by Westchester Medical Center shall participate in the Health Care Plan (Plan) that the Medical Center provides to all management and other non-represented employees, both in terms of premium contributions, premium reduction opportunities, and plan design, as that Plan may change from time to time in the Medical Center's discretion. Plan design changes shall carry forward into retirement for employees and dependents receiving post-retirement health benefits. The Corporation will notify the Union of any changes to the Plan no later than thirty (30) days prior to implementation of such changes.
 - ii) The Corporation will not implement any Plan design or premium contribution changes in calendar year 2019.
- b) Article X, Section 4 of the CBA shall be amended to state the following:
 - Paragraph (iii) shall be amended to state the following:

All employees who retired from the Corporation from March 1, 2013 through January 31, 2016, and elected post-retirement health benefits coverage for themselves or their dependents will continue to make the monthly contributions (a) for themselves at the rate provided in Article 10 Section 1A of the prior CBA dated January 1, 2013 – December 31, 2015, and (b) for their dependents at the current retiree rate, but in no circumstances less than the rate set forth in Article 10, Section 1 of the prior CBA dated January 1, 2013 – December 31, 2015.

Paragraph (iv) shall be amended to state the following:

The Corporation shall not provide for Medicare Part B reimbursement for employees and/or dependents electing post-retirement health benefits who retired from the Corporation from March 1, 2013 through December 31, 2018. Effective January 1, 2019, Westchester Medical Center shall reimburse Medicare Part B payments to employees and/or dependents who are eligible for and elect WMC post-retirement health insurance benefits, and retire from service after January 1, 2019. Such Medicare Part B reimbursement, including amounts reimbursed, shall be administered in accordance with the employer's practice regarding global administration of the program.

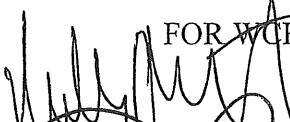
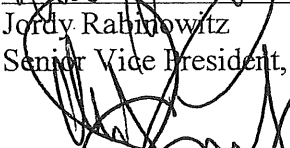
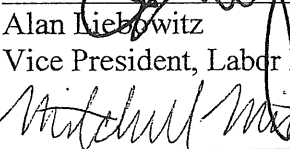
Paragraph (v) shall be amended to state the following:

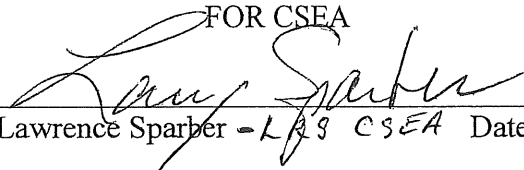
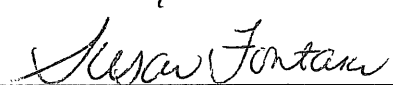

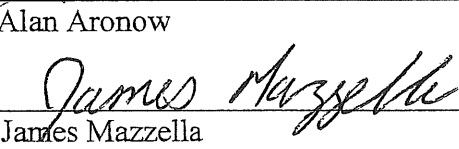
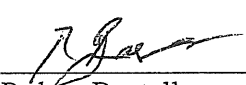
Effective February 1, 2016, employees who retire and elect post-retirement health benefits coverage will be eligible to reduce the monthly contributions for themselves and their dependents, and have their contributions and plan design administered in accordance with Article X, Section 1A.

5) No Layoff Provision

Article XII, Section 9, Paragraph No. 5 of the CBA, shall be replaced with the following clause: "For the period starting on the execution date of the MOA and continuing through midnight December 30, 2019, WCHCC may not lay off any CSEA-represented employees hired prior to execution of the MOA. The term "lay off" is defined as the termination, change in title and/or position from full time to part time or per diem, reduction of hours, reduction of wages/salary levels, for any reason relating to finances, budget or abolition of programs, abolition of title and/or position, abolition of function, restructuring of WCHCC, merger of WCHCC with other institutions, and curtailment of activities. Notwithstanding anything to the contrary contained in this paragraph, WCHCC reserves the right to (i) return a probationary or provisional employee to his or her prior permanent or prior provisional position, and (ii) any position for which the grade level was increased during the term of this MOA, may be decreased. In addition, notwithstanding anything to the contrary contained in this paragraph, WCHCC reserves the right to outsource positions when such positions become vacant as a result of (a) resignation, (b) retirement or (c) newly created positions. Termination of employment or

reduction of wage and salary levels of employees, if any, shall occur only for incompetency or misconduct under the current disciplinary procedure. This clause, including the definition of the term "lay off" is not subject to the provision of the Taylor Law's Triborough Amendment, and will expire on December 30, 2019.

FOR WCHCC

12/7/18
Date
Jordy Rabinowitz
Senior Vice President, Human Resources

12/7/18
Date
Alan Liebowitz
Vice President, Labor Relations

12/7/18
Date
Mitchell Mirtel
Manager, Labor Relations

FOR CSEA

Lawrence Sparber - LRS CSEA Date 12/7/18

12-7-18
Date
Susan Fontana
Date

12/7/18
Date
Alan Aronow
Date

12/7/18
Date
James Mazzella
Date

12/7/18
Date
Ruben Bastell
Date