

INFO: SESSIONS 12/4 12-4pm CEDARWOOD AUDITORIUM  
12/7 7A-10AM TAYLOR E-279

VOTE 12/14 7AM-7PM OUTSIDE THE MAIN CAFETERIA

Memorandum of Agreement

This MEMORANDUM OF AGREEMENT ("MOA") is made on the 3rd of December, 2015, 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, 2015; 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, 2016 through December 31, 2018.

2) Wages, Longevity and Lump Sum Payments

a) CSEA agrees to waive the one percent (1%) lump sum payment effective January 1, 2016.

b) Effective January 1, 2016, each step of the current salary schedule in effect on December 31, 2015, shall be increased by three percent (3%).

c) Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016, shall be increased by three percent (3%).

d) Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017, shall be increased by three percent (3%).

e) Employees entitled to longevity payments under Article IV, Section 5 of the CBA shall be entitled to one hundred percent (100%) of such payments due to be paid in December, 2016. Accordingly, the parties agree to amend the CBA to change the date in Section 5, paragraph 1 from January 1, 2009 to January 1, 2016, and to delete from the CBA Section 5(2)(a-c).

3) No Layoff Provision

Article XII, Section 9 of the CBA, shall be amended to add a clause providing: "For the period starting on the execution date of the MOA and continuing through midnight December 30, 2018, 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, 2018, one day prior to the end of the contract term.

4) Overtime

Job titles in Job Group 13 and below shall be paid time and one half (1.5) of the employee's regular rate for hours worked in a workweek in excess of forty (40) hours. For overtime compensated by supplemental time off, employee titles in Job Group 13 shall be earned at the rate of time and one half (1.5) for each hour worked over forty (40) hours.

5) Orientation

CSEA representatives shall be provided approximately fifteen (15) minutes at the end of the Hospital's orientation program to meet with CSEA represented employees and distribute information to such employees.

6) Health Insurance

The provisions of Article X Section 1A, Health Insurance, remains in full force and effect except as modified below:

- a) Employees will continue to pay a cost of \$65 per month for the employee and his/her dependents up to a maximum of three (3) dependents (\$260 per month). Effective February 1, 2016, an employee and his/her dependents shall be eligible for a \$25 discount (maximum \$100) per month on the monthly cost of health insurance if the employee and his/her eligible spouse complete an on-line health assessment offered through the Aetna website and complies with any additional Aetna recommendation to complete the health assessment "journey." This process does not require that the employee or dependent spouse/domestic partner engage in any treatment, but does require that the employee and spouse/domestic partner complete any additional assessment, reading, or health coaching requirement. Employees will be required to sign up for this discount during January of each year and the discount will be provided beginning on February 1 of each year. The health assessment must be

completed prior to June 30 of each year and any Aetna recommended journey must be completed by December 31 of each year for the employee and eligible spouse/domestic partner and his or her dependents to continue to receive the appropriate discount. Failure to complete such tasks will result in the Employer back-billing to the employee through automatic payroll deductions any and all previously credited discounts for the appropriate year. The \$25.00 discount shall sunset on December 30, 2018, and is, therefore, not subject to the requirements of the Triborough Amendment as provided in the New York State Taylor Law.

- b) Employees and their dependent spouses who retire during the term of this agreement are eligible for the discount provided for above. This provision will sunset for such retired employees and their spouses coterminous with paragraph a, above.

7) Health Insurance Opt-Out & Waiver

- a) The current practice that prohibits employees who “opt out” of health insurance and receive an annual payment from enrolling in coverage, except if such employee involuntarily loses coverage because he/she is no longer covered under his/her spouse’s plan, shall continue. In addition, the current practice that permits employees who “waive” (do not receive a payment for opting out) coverage to enroll within thirty (30) days of a qualifying life event that would result in a loss of coverage, or during the annual open enrollment period shall continue.

- b) Opt-out Amnesty Program

Employees who have previously opted out of coverage and received the annual opt-out payment may, effective upon ratification of the CBA and approval of the Hospital Board of Trustees, enroll in coverage during the one (1) month period after ratification and Board approval. Thus, if the Union ratifies and the Board approves the agreement on January 2, 2016, employees shall have one (1) month from that date to exercise their right to enroll in coverage. As a condition of enrollment, employees will be required to repay all opt-out monies received for the previous two (2) years. Such monies may be repaid in installments over a period of one (1) year from the date that the employee chooses to enroll in coverage.

FOR WCHCC

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Jordy Rabinowitz                      Date  
Vice President, HR Operations

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Alan Liebowitz                      Date  
Senior Director of Labor Relations

FOR CSEA

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Gary Cannonier                      Date

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Roger King                      Date

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John Staino                      Date

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Susan Fontana                      Date

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Alan Aronow                      Date

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James Mazzella                      Date

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Maria Diaz                      Date