

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made on the 14th day of January 2013, 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 between WCHCC and CSEA (“CBA”) expires by its terms on December 31, 2012; 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:

Term

1. The term of the successor agreement shall be January 1, 2013 through December 31, 2015.

Wages, Steps, and Longevity and Lump Sum Payments

2. 0% increases in wages through December 31, 2015
3. Effective January 1, 2013, all incumbent and newly hired employees shall have a two (2) year suspension of the current increment step and merit step salary increases. For example, an employee who was on Step 2 on the current scale with an anniversary date of January 1, 2013, shall not advance to Step 3 until after January 1, 2015.
4. Employees entitled to longevity payments under Article IV, Sections 5, shall:
 - (a) receive 0% of any longevity payment due to be paid in December 2013;
 - (b) receive 25% of any longevity payment due to be paid in December 2014; and
 - (c) receive 25% of longevity payments due to be paid in December 2015.
5.
 - (a) Effective January 1, 2015, employees employed by WCHCC as of that date shall be entitled to a 1% lump sum payment.
 - (b) Effective January 1, 2016, employees employed by WCHCC as of that date shall be entitled to a 1% lump sum payment.

Health and Post-Retirement Health Benefits

6. Effective January 1, 2013, Article X, Preamble and Section 1 of the CBA, shall be deleted and replaced with language to indicate:

(a) From the period February 1, 2013 through December 31, 2015, all employees eligible for and electing health care coverage shall be required to contribute \$65/month for themselves and \$65 for any covered dependant, with a cap of three dependants (or a total monthly maximum contribution of \$260). Effective January 1, 2016 and annually thereafter, unless a new monthly premium is negotiated, this monthly amount shall increase by the Medical CPI at WCHCC for the prior 12 months. All contributions shall be deducted on a pro-rated basis from the employee's bi-weekly pay on a pre-tax basis so long as such this remains consistent with federal and state tax laws; and

(b) Effective February 1, 2013, the health plan offered by WCHCC to CSEA represented employees and their dependants shall be consistent with the terms and conditions described in Exhibit A, hereto, that is the health plan offered to non-represented and management employees. In addition, The Employer may, in its sole discretion, (i) change plan administrators, and (ii) adopt plan changes that would require an employee to accept a generic drug rather than a brand drug; and (iii) adopt plan design changes that would have no more than a five percent (5%) increase in cost to any CSEA represented employee, so long as such changes are also imposed on non-represented and management employees. Any plan changes anticipated in Paragraph 6(b)(iii) would be discussed with CSEA prior to implementation. Plan design changes shall carry forward into retirement for employees and dependants receiving post-retirement health benefits.

7. Article X of the CBA shall be amended such that:

Section 4, and the referenced side letter are deleted and replaced with the following language:

(i) Any employee eligible for post-retirement health benefits under the eligibility requirements contained in the prior CBA, dated January 1, 2007 – December 31, 2012, may receive current post-retirement health benefits without the changes described below so long as they retire from WCHCC by February 28, 2013.

(ii) Effective March 1, 2013, (a) all employees employed by WCHCC prior to January 1, 2007, are eligible for post-retirement health benefits when they reach age 55 and have five years of continuous service with WCHCC and retire from WCHCC; (b) All employees hired after January 1, 2007, are eligible for post-retirement health benefits after twenty (20) years of continuous service with WCHCC and are 59 and ½ years of age and retire from WCHCC

(iii) Effective March 1, 2013, all employees who retire from WCHCC and elect post-retirement health benefits coverage for themselves or their dependants will continue to

make the monthly contributions (a) for themselves at the rate provided for in Paragraph 6, above, and (b) for their dependants at the current retiree rate, but in no circumstances less than the rate set forth in Paragraph 6, above.

(iv) Effective March 1, 2013, WCHCC shall no longer provide for Part B Medicare reimbursement for employees and/or dependants electing post-retirement health benefits.

Line of Duty Life Insurance

8. Article X, Section 2 of the CBA is amended to, effective January 1, 2013, increase the amount of Line of Duty Life Insurance from \$75,000 to \$100,000

Layoffs and Subcontracting

9. 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 31, 2015, WCHCC may not lay off any CSEA represented employees hired prior to the 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 WCMC, merger of WCMC 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, 2015, one day prior to the end of the contract term."
10. Article XII, Section 9(2) of the CBA shall be deleted and replaced with the following language: "in the event of any layoff or subcontracting of work, the Corporation will provide the Union with 45-days notice of such layoff or subcontracting of work prior to implementation of the layoff or subcontracting of work. During this 45-day period, the Corporation agrees to be available to meet with the Union to discuss the decision to subcontract work or layoff."

Union Meetings

11. Article XIII of the CBA shall be amended to include a provision that provides that the Union may have access to meeting space on WCHCC's campus for the purpose of communicating with its members on the condition that the Union provides WCHCC with

ten (10) days written notice and that contains a statement of assurance that CSEA guarantees the safety of all participants, WCHCC staff, and WCHCC patients,. If CSEA intends on inviting any person not employed by WCHCC or CSEA to appear at such meeting, the names and titles of such individuals shall be provided to WCHCC, and WCHCC reserves the right to deny access to CSEA.

Withdrawal of Pending Grievances, Arbitrations, Improper Practice Charges and EEOC Complaints

12. Effective upon ratification of this MOA, all pending grievances, arbitrations, charges, litigation and other proceedings listed on Exhibit B, hereto, are hereby settled, with prejudice. The Union will send letters within 5 days of after ratification to appropriate administrative agencies requesting withdrawal of the underlying demand, charge, or complaint.

Release Time Representatives

13. a) At the request of the union, 1 full time employee covered by the CBA shall be given release from his or her duties on a full time basis to administer the contract and conduct other union business.

b) At the request of the union, 1 full time employee covered by the CBA shall be given release from his or her duties on a one-half time basis to administer the contract and conduct other union business.

Hourly Employees

14. Nothing contained in this MOA shall apply to hourly employees.

Ratification

15. The Union agrees to endorse this MOA to its members and hold a ratification vote on the terms of this MOA within two (2) weeks from execution of this Agreement.

FOR WCHCC

FOR CSEA

Jordy Rabinowitz Date
Senior Associate General Counsel

Gary Cannonier Date
CSEA Regional Director

Paul Hohenberg Date

Roger King Date

Senior Vice President, Human Resources

CSEA Unit 9201 President