

Memorandum of Agreement

For the period December 31, 2005 through December 31, 2009

Memorandum of Agreement by and between the Westchester Community College (the "College") and Civil Service Employees Association, Local 1000, AFDCSME, AFL-CIO, Westchester Local 860, Westchester Community College Unit (the "CSEA") dated this 12th day of February 2009.

Whereas, the College and CSEA are parties to a Collective Bargaining Agreement which expired on December 31, 2005; and

Whereas, authorized representatives of the College and the CSEA met in good faith to negotiate a successor agreement; and

Whereas, the parties have reached a tentative settlement which is subject to ratification by the membership of the Westchester Community College CSEA Unit, the Board of the Westchester Community College, and the Westchester County Board of Legislators it is stipulated and agreed as follows:

1. All terms of the current Collective Bargaining Agreement pertaining to the Westchester Community College Bargaining Unit will remain in full force and effect and shall be incorporated into a new agreement, with the exception of the following;

"Effective January 1, 2006, retroactively, each step of the salary scale in effect shall be increased by three percent (3%)"

"Effective January 1, 2007, retroactively, each step of the salary scale in effect shall be increased by three percent (3%)"

"Effective January 1, 2008, retroactively, each step of the salary scale in effect shall be increased by three percent (3%)"

"Effective January 1, 2009, retroactively, each step of the salary scale in effect shall be increased by three and one quarter percent (3 1/4%)"

2. The contract Terms of Agreement shall be amended to read "Effective from January 1, 2006 until December 31, 2009 inclusive...." As will all other like references concerning the term of the agreement.
3. In order to be eligible for retroactive payments, employees must either currently be on payroll, or must have retired directly into the appropriate Statewide retirement system during the retroactive time period.
4. The following changes to the Health Benefits language will apply, effective 12/30/08;

DRUG CO-PAY

Generic \$0

Brand \$20

Non Preferred Brand \$40

MAIL ORDER DRUGS (Effective December 30, 2008)

Change one (1) co-pay for a ninety (90) day supply to two (2) co-pays for a ninety (90) day supply.

Must use mail order for 3rd refill and thereafter for any maintenance prescription as of December 30, 2008.

\$50 co-pay shall be charged for allergy and proton pump inhibitor medications that are available as an over-the-counter alternative.

PHYSICALS

Effective 2009, but not thereafter, employees shall be eligible for one (1) annual physical without paying any co-pays related to the physical (at no cost to the employee)

WORKING SPOUSE RULE

For new hires after December 30, 2008 only: An employee whose non-college spouse (as spouse is defined by Westchester Community College) has health insurance through another employer is ineligible for Westchester Community College provided health insurance for the non-college spouse.

If the non-college spouse has family health insurance coverage from another employer, as to which plan will be primary (the College or the other plan), the birthday rule shall apply.

If the non-college spouse has individual coverage, while the non-college spouse is ineligible to be covered under the college plan, the college shall cover eligible dependents.

RETIREE HEALTH

On the date that this recommendation becomes effective, all employees with 15 years of aggregate experience between Westchester County and the Westchester Community College who are eligible for a non-reduced pension, shall be eligible for 100% single and 80% family health insurance. This new provision shall supplement the current language

on health insurance. This provision sunsets on 12/31/10 and is not protected by the Triborough Doctrine enforced by the New York State Public Employee Relations Board.

5. Tuition reimbursement payments for the 2008 school year shall be made once a determination has been made regarding the proper annual allotment for tuition reimbursement for the Westchester Community College CSEA Bargaining Unit and an appropriate reimbursement procedure has been established. Tuition reimbursement for 2009 will be made, and will continue each year thereafter, after such procedure has been established in the same manner, and under the same terms and conditions.
6. The parties understand and agree that if the Emergency Sick Leave Bank is reestablished, the parties will meet to agree on procedures for implementing contributions and disbursement.
7. All proposals not addressed in this memorandum are dropped.

For CSEA

Alison Cook 2/12/09
Barbara DeSanto

For the College

John J. [Signature]