MEMORANDUM OF AGREEMENT

1199SEIU, UNITED HEALTHCARE WORKERS EAST ('1199") and the ALBERT EINSTEIN COLLEGE OF MEDICINE ("AECOM") are parties to a collective bargaining agreement which expired on September 30, 2019 ("CBA"). The parties hereby extend all of the terms and conditions of the CBA, except as expressly modified below.

1. <u>Duration</u>: The CBA shall be extended from October 1, 2019 through September 30, 2022.

2. Wages:

- a. General Increases:
 - Effective as of and retroactive to June 1, 2021, all Employees on the payroll upon ratification of this Agreement shall receive a three percent (3.0%) increase on their September 30, 2019 base weekly rate.
 - Effective as of July 1, 2022, all Employees on the payroll on that date covered by this Agreement shall receive a three percent (3.0%) increase on their June 30, 2022 base weekly rate.
- b. Lump Sum:
 - i. Upon ratification, all Employees on payroll shall receive a lump sum equivalent to two percent (2%) of their base annualized salary. The lump sum payment shall not be considered wages for purposes of contributions to the various 1199 Funds. For part-time employees the lump sum amount shall be pro-rated based on their base schedule.
- c. Job Rates:
 - All job rates shall be increased by the same amounts, and on the same dates, as the general wage increases in section 2(a) above.
- 3. Maintenance/Continuation of Health, Pension, Child Care and Job Security Benefits
 - a. Health: AECOM shall continue to contribute to the 1199SEIU National Benefit Fund for Health and Human Service Employees ("NBF") at the required contribution rates ("RCR") as established and/or modified by the Trustees during the term of this Agreement. Currently the RCR schedule is:
 - i. Effective October 1, 2019, a sum equal to 33.31% of gross pay
 - ii. Effective October 1, 2020, a sum equal to 34.72% of gross pay
 - iii. Effective October 1, 2021 to be determined
 - Pension: AECOM shall continue to contribute to the 1199SEIU Healthcare
 Employee Pension Fund ("PF") at the required contribution rates ("RCR") as established

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and/or modified by the Trustees during the term of this Agreement. Currently the RCR schedule is:

- i. Effective as of October 1, 2019, a sum equal to 12.6% of gross pay
- ii. Effective October 1, 2020, a sum equal to 12.6% of gross pay
- iii. Effective October 1, 2021 to be determined
- c. Child Care: AECOM shall continue to contribute to the 1199SEIU/Employer Child Care Fund ("CCF") at the required contribution rate ("RCR") as established and/or modified by the Trustees during the term of this Agreement. Currently the RCR is a sum equal to one-half (0.5%) percent of gross pay.
- d. Job Security: AECOM shall continue to contribute to the 1199 SEIU/Health Care Industry Job Security Fund ("JSF") in accordance with the rates established and/or modified by the Trustees during the term of this Agreement. Currently the RCR is a sum equal to one-quarter (0.25%) percent of gross payroll.
- 4. Article XIX: replace Section B with the following:

In the event of death in the immediate family an Employee shall receive five (5) days off at the regular rate of pay. These days are to be taken consecutively within a reasonable time of the date of death or funeral. The immediate family shall mean parent, parent-in-law, grandparent, brother, sister, son, daughter, spouse, legal guardian, or someone standing in loco parentis. In the event of death of any other relative, an Employee shall receive one (1) day off at the regular rate of pay.

5. Article XIV, Job Security - Section 4(A)(1), Layoff and Recall, shall be modified as follows:

All Employees who, as of October 1, 2013 are regular full-time or part-time, who are University-funded (as the term has been defined by the contract or prior practice) and who, as of September 30, 2011, had completed twenty-four (24) months of membership in the 1199 bargaining unit at the College, shall not be laid off during the term of this Agreement. This provision shall not apply in the event that AECOM is closed.

6. Side Letter - Temporary Replacement of Foremen - Engineering Department

Any Employee in the Engineering Department selected to temporarily replace an Engineering Department foreman (who is on vacation, sick leave or otherwise, unavailable) shall receive a differential of twenty dollars (\$20) per day for such additional responsibilities.

Apart from compliance with the above position, neither foreman nor any aspect of their work shall be subject to the collective bargaining agreement.

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7. Article VII, Wages and Minimum - add new subsection K:

Any Employee that performs waxing and stripping duties shall be paid an additional \$0.27/hour, for actual hours worked performing such duties.

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