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In the Matter of the Fact Finding	X	
	X	
between	X	
WESTCHESTER COUNTY	X	Re: Renewal from 2002 - 2005 Agreement
	X	
"County"	X	
- and -	X	
CIVIL SERVICE EMPLOYEES ASSOCIATION	X	
	X	
"Union"	X	
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APPEARANCES

For the County

Michael Wittenberg, Consultant

For the Union

Lawrence Sparber, Labor Relations Specialist

BEFORE: Martin F. Scheinman, Esq., Fact Finder

BACKGROUND

The parties expired Collective Bargaining Agreement covered the period January 1, 2002, through December 31, 2005. They have been engaged in attempts to reach accord on a successor Agreement for several years. This included numerous bargaining sessions and the intervention of a mediator. Suffice it to say, those efforts have not succeeded. While each party has its own explanation as to who is responsible for this inordinate delay, the fact remains it is undisputed this impasse has gone on for too long.

As a result, the parties mutually selected me to serve as Fact Finder to hear evidence and arguments and make a recommendation on the proper course for resolving their dispute.

A hearing was held on September 3, 2008, at the Office of the Union in White Plains, New York. At that time, both parties were given full opportunity to introduce evidence and argument in support of their respective positions on the proper resolution of this dispute. They did so.

At the hearing, the parties implored me to expedite the issuance of my recommendations so as not to contribute further to a delay in reaching a new Agreement. I agreed to consider their request to issue a recommendation, without an Opinion, once I had the opportunity to carefully evaluate the facts and arguments presented. On September 9, 2008, I telephoned Mr. Wittenberg and Mr. Sparber to determine whether they continued to renew their

request for a recommendation without a supporting Opinion. Both confirmed this fact with the caveat if either determined a full Opinion was necessary in the future, they could contact me so as to request a full analysis and opinion be issued.

During my telephone conversations with Mr. Wittenberg and Mr. Sparber, I asked them for additional information to clarify questions I had regarding their respective proposals. Each supplied me the information I requested.

Thus, below, I have set forth my recommendation for the settlement of this impasse. Any proposal not addressed in my recommendation is rejected. I will be available to issue a formal Opinion containing my rationale for the recommendation I have made, herein.

RECOMMENDATION

1. Duration: The parties have agreed to a duration of January 1, 2006, through December 31, 2011.
2. Salary: (Article IV, Section 3, Compensation) The current Pay Plan shall be increased across the board for all Steps on the Pay Plan. All increases shall be compounded.

January 1, 2006	3%
January 1, 2007	3%
January 1, 2008	3%
January 1, 2009	3.25%
January 1, 2010	4%
January 1, 2011	4%

All increases shall be retroactive and be applied to all current employees and to those employees retiring since January 1, 2006.

3. Longevity: (Article IV, Section 4, Longevity). Effective January 1, 2010, the current longevities at years 5, 10, 15, 20 and 25 shall be increased by \$200.00.
4. Benefit Fund: (Article X, Section D, Benefit Fund) The current schedule of benefits provided by the County for employees for Dental and Optical shall, effective January 1, 2010, be increased by the value of \$100.00, per annum. This increase in the schedule of benefits shall cover only the Dental portion of the Benefit Fund.

Effective January 1, 2011, the then current schedule of benefits provided by the County for employees for Dental and Optical shall be increased by the value of \$100.00, per annum. This increase in the schedule of benefits also shall cover only the Dental portion of the Benefit Fund.
5. Sick Leave Buyout: (Article VIII, Section 2, (4)) On the date this Recommendation becomes effective, the maximum payout for Sick Leave shall be increased from 125 days to 150 days.

6. Tuition Reimbursement: (Article VIII, Section 11, Tuition Reimbursement Effective January 1, 2008, the following formulation shall apply. Members of the bargaining unit assigned to Westchester County Community College shall no longer be considered within the calculation set forth in Section 11. Instead, the amount indicated shall be modified to reflect the bargaining unit members, minus Westchester County Community College employees. Thereafter, the amount the County is obligated to fund for Tuition Reimbursement shall be increased by \$50,000.00 in both 2008 and 2009.

7. Retiree Health: (Article X, Section 1(5) -the second Section 1A in Article X) On the date this Recommendation becomes effective, all employees with 15 years of County service, 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.

8. Emergency Sick Leave Bank: (Article VIII, Section 6) On the date this Recommendation becomes effective, the Emergency Sick Leave Bank ("Bank") currently suspended shall be restored.

This provision sunsets 12/31/10.

MS

The County's claim for reimbursement of the deficit days in the Bank, shall be waived. The current procedure and maxima for donations of days to the Bank shall remain unchanged.

Employees who had their request to use days from the Bank granted, but who were unable to receive those days once the Bank was suspended, shall have their previously approved days paid to them through new donations which shall be received.

9. Social Services: (Article IV, Section 10(C)) The Child Protective Services Differential shall no longer apply to any employee whose title is upgraded during the term of this Recommendation. District Directors shall continue to receive this differential until the last upgrading of the titles then receiving this differential.

10. Uniforms (Article V) The County has made a strong argument it would be the better course to no

longer supply and launder uniforms in the Department of Environmental Facilities and the Department of Public Works. However, given the different positions and job responsibilities in these Departments, and their different laundering needs, I remand to the parties the appropriate stipend to be paid. Should the parties be unable to resolve this amount by October 31, 2008, either side may request this issue be returned to me for determination.

11. Lifeguards: (Article XV) Effective December 31, 2008, Lifeguards shall no longer be members of the bargaining unit.

However, any Lifeguard who worked Summer 2008 shall be eligible for the salary increases set forth in Number 2, above, retroactive to January 1, 2006, if he or she worked Summer 2006, Summer 2007 or Summer 2008. That is, if a Lifeguard worked Summer 2008, he or she will be paid for Summer 2008 and will also receive the increases for Summer 2006 or Summer 2007 if he or she worked either or both of those Summers.

12. Working Spouse Rule: The changes recommended below apply only to new hires after December 30, 2008. An employee whose non-County spouse (as spouse is defined in the County) has health insurance through another employer is ineligible for County provided health insurance for the non-County spouse.

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

If the non-County spouse has individual coverage, while the non-County spouse is ineligible to be covered under the County's Plan, the County shall cover eligible dependents.

13. Health Insurance: (Article X)

Health Insurance Items

*Health Risk Assessment Survey

All employees and their covered spouses are required to fill out the attached survey, no more than once a year, in its entirety. Existing employees and covered spouses, must fill out the survey by December 15, 2008. New employees and covered spouses have thirty (30) days from hire to complete the Health Risk Assessment Survey.

Failure to satisfactorily complete the survey requires the employee to pay a contribution of 20% of the cost of the plan they are in for three (3) months, starting the month after their lack of compliance or until they and their spouse complete the survey, whichever date is later.

Once an employee and spouse, if covered, satisfactorily complete the survey, they may be contacted by a health coach. The employee and covered spouse are required to hear out the suggestions of the coach. Having heard out the coach, the employee and spouse shall be considered in compliance with the program.

Failure of the employee or spouse to properly hear out the suggestions of the coach shall put the employee out of compliance.

If found out of compliance, the employee shall pay a contribution of 20% of the cost of their plan for three (3) months or until they are in compliance, whichever comes later.

*Drug Co-Pay

	Present	12/30/08	1/1/11
*Generic	\$5	0	0
Brand	\$10	\$20	\$25
Non-preferred brand	\$25	\$40	\$50

*30 days retail supply

Mail order 12/30/08

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

Must use mail order for 3rd refill and thereafter
for any maintenance prescription
12/30/08

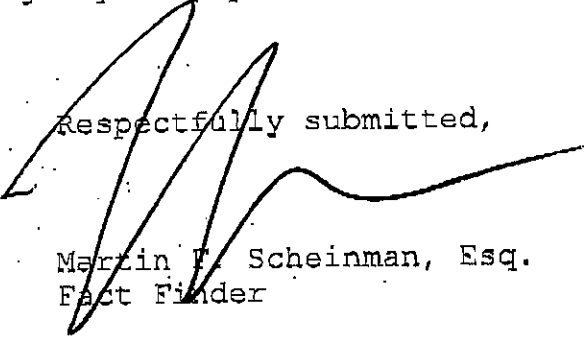
\$50 co-pay shall be charged for allergy and proton
pump inhibitor medications that are available
over-the-counter alternative.

Physician Co-Pays

Effective 1/1/10	\$18
Effective 1/1/11	\$20

Effective 2009, 2010 and 2011, but not thereafter,
employees shall be eligible for an annual physical
without paying any co-pays related to the
physical.

Respectfully submitted,

9/15/08 

Martin F. Scheinman, Esq.
Fact Finder

WESTCHESTER COUNTY, CSEA, FACTFINDING

September 17, 2008

Memorandum of Agreement
Westchester County and
CSEA Unit 9200

Term: 1/1/06 – 12/31/11

In addition to the acceptance of the Fact Finder's recommendations the parties agree to the following:

- 1.) Night Shift Differential:
Effective 1/1/10, increase to \$75.00 per week.
- 2.) Meal Allowance:
Effective 1/1/10 increase the In-County with receipt meals to: Breakfast = \$6; Lunch = \$8 & Dinner = \$11.
- 3.) Effective 1/1/10: All NEW employees must use direct deposit.

Effective 1/1/10 : All employees hired before 1/1/10 shall have all payments including reimbursements made through direct deposit. ^{if they have dir. dep.} In addition, any lost check replacement will require a \$10.00 fee.

- 4.) The Uniform issue shall be resolved by mutual agreement of both parties. If not resolved by both parties it shall be remanded back to the Fact Finder for determination.

This agreement is subject to ratification of CSEA Unit 9200 and the approval of Westchester County Board of Legislators.

CSEA:

Josh Phillips
Karen Keena

Juanne Castaldo

Jim Kelly
Melinda

Tommy Spentor - CSEA

Barbara Romano - CSEA

ABE Mandy

Elio Kulkiani

COUNTY:

W. H. H.

September 17, 2008