

Labor & Human Rights Meeting Agenda



Committee Chair: Emiljana Ulaj

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, July 15, 2024

10:00 AM

Committee Room

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website:

<https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Joint w/ B&A

Legislator Emiljana Ulaj will be participating remotely from 520 White Plains Road, Tarrytown, NY 10591.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2024-356](#)

ACT-Agreement-Westchester Community College and CSEA

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 Unit 9202 for the one year period commencing September 1, 2022 and ending August 31, 2026.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND
LABOR & HUMAN RIGHTS**

Guests:

Michael R. Hekle, Attorney at Law, Jackson Lewis P.C.

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



George Latimer
County Executive

June 10, 2020

Honorable Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re: Approval of Agreement between the County of Westchester, Westchester Community College, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 Unit 9202, for the period of September 1, 2012 through August 31, 2026

Dear Honorable Members of the Board of Legislators:

This is to advise you that the undersigned, Westchester Community College ("WCC" or "College"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 Unit 9202 ("CSEA" or "Union") have, subject to the approval of your Honorable Board, reached an agreement on a four-year contract commencing on September 1, 2022 and ending on August 31, 2026 ("Agreement").

All provisions of the prior collective bargaining agreement covering the period September 1, 2019, and ending on August 31, 2022, shall remain in full force and effect, except as agreed to be modified by the provisions contained in the Agreement.

The provisions of the Agreement that require your consideration and approval in compliance with the Public Employees' Fair Employment Act ("Taylor Law"), are outlined below:

1. Duration:

This Agreement shall be effective from September 1, 2022 through August 31, 2026.

2. Article IV Compensation:

Employees base wage rates shall increase as follows:

Ratification 4.0%

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

September 1, 2024 3.0%
September 1, 2025 3.0%

Ratification Bonus - Within forty-five (45) days following ratification:

i) all individuals who were hired before September 1, 2022, and actively employed through the date of ratification, or who were hired prior to September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of One Thousand (\$1,000.00) Dollars; or

ii) all individuals who were hired after September 1, 2022, and actively employed through the date of ratification, or who were hired after September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Five Hundred (\$500.00) Dollars; or

iii) iii) all individuals who were hired and actively employed between September 1, 2023, through the date of ratification, or were hired between September 1, 2023, and ratification but retired prior ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Two Hundred and Fifty (\$250.00) Dollars;

These bonuses are non-cumulative (you can only receive one of the three Ratification Bonuses (i.e., (i), (ii), or (iii))).

New (COVID Additional Compensation): To the extent additional funding for compensation purposes (i.e., bonus money) becomes available for staff for their services during the COVID-19 or any other state or federally recognized public health emergency, such compensation shall be provided to eligible staff consistent with the allocation terms of the funding.

Effective ratification, the 35-hour Supplemental Time benefit shall terminate except for those specifically eligible under the current collective bargaining agreement (i.e., Grades XIII and above). Grade XII employees who were actively receiving the Supplemental Time benefit at the time of ratification shall have the option to: i) terminate the use of the benefit at ratification (notice must be provided to HR within 21 calendar days of ratification of this agreement); or ii) elect to be grandfathered into the Supplemental Time benefit consistent with the terms of their offer letter and the collective bargaining agreement. Grade XII employees electing to terminate participation in the Supplemental Time benefit under sub-section (i) shall have their 35 hours pro-rated for the current calendar year.

3. Article VI Holidays with Pay

Effective 2023, the College shall recognize December 24 as an additional day off. If Christmas is being recognized on this day (December 24) by the College, there will not

be an additional day off added. This is not a floating holiday. Any employee required to work on December 24 shall be paid straight time for all hours worked. The employee shall also be given an equal amount of time off, hour for hour, as paid leave time. This time must be used by January 30 the following year and scheduled with supervisor's approval.

4. Article X Insurance and retirement

Effective ratification, spouses shall be eligible for participation in any existing medical insurance plan offered by the College.

I recommend approval of the attached Agreement between the County and the CSEA for a four year contract commencing on September 1, 2022 and ending on August 31, 2026.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GM/fms
Enc.

HONORABLE BOARD OF LEGISLATORS

WESTCHESTER COUNTY

Your Committee is in receipt of a communication from the County Executive pertaining to approval of the Agreement between the County of Westchester and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 Unit 9202 (“CSEA” or “Union”) for a four-year contract commencing on September 1, 2022 and ending on August 31, 2026 (“Agreement”). All provisions of the prior collective bargaining agreement covering the period September 1, 2019 and ending on August 31, 2022, shall remain in full force and effect, except as agreed to be modified by the provisions contained in the Agreement.

The provisions of the Agreement that require legislative action, in compliance with the Fair Employment Act (“Taylor Law”), are outlined below.

1. Duration:

This Agreement shall be effective from September 1, 2022 through August 31, 2026.

2. Article IV Compensation:

Employees base wage rates shall increase as follows:

Ratification 4.0%
September 1, 2024 3.0%
September 1, 2025 3.0%

Ratification Bonus - Within forty-five (45) days following ratification:

i) all individuals who were hired before September 1, 2022, and actively employed through the date of ratification, or who were hired prior to September 1, 2022, but

retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of One Thousand (\$1,000.00) Dollars; or

ii) all individuals who were hired after September 1, 2022, and actively employed through the date of ratification, or who were hired after September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Five Hundred (\$500.00) Dollars; or

iii) iii) all individuals who were hired and actively employed between September 1, 2023, through the date of ratification, or were hired between September 1, 2023, and ratification but retired prior ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Two Hundred and Fifty (\$250.00) Dollars;

These bonuses are non-cumulative (you can only receive one of the three Ratification Bonuses (i.e., (i), (ii), or (iii)).

New (COVID Additional Compensation): To the extent additional funding for compensation purposes (i.e., bonus money) becomes available for staff for their services during the COVID-19 or any other state or federally recognized public health emergency, such compensation shall be provided to eligible staff consistent with the allocation terms of the funding.

Effective ratification, the 35-hour Supplemental Time benefit shall terminate except for those specifically eligible under the current collective bargaining agreement (i.e., Grades XIII and above). Grade XII employees who were actively receiving the Supplemental Time benefit at the time of ratification shall have the option to: i) terminate the use of the benefit at ratification (notice must be provided to HR within 21 calendar days of ratification of this agreement); or ii) elect to be grandfathered into the Supplemental Time benefit consistent with the terms of their offer letter and the collective bargaining agreement. Grade XII employees electing to terminate participation in the Supplemental Time benefit under sub-section (i) shall have their 35 hours pro-rated for the current calendar year.

3. Article VI Holidays with Pay

Effective 2023, the College shall recognize December 24 as an additional day off. If Christmas is being recognized on this day (December 24) by the College, there will not be an additional day off added. This is not a floating holiday. Any employee required to work on December 24 shall be paid straight time for all hours worked. The employee shall also be given an equal amount of time off, hour for hour, as paid leave time. This time must be used by January 30 the following year and scheduled with supervisor's approval.

4. Article X Insurance and retirement

Effective ratification, spouses shall be eligible for participation in any existing medical insurance plan offered by the College.

Your Committee has carefully considered the subject matter, the Agreement, and the attached act and recommends approval of the Agreement. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York
_____, 2024

COMMITTEE ON

FISCAL IMPACT STATEMENT

9

SUBJECT: WCC CSEA Settlement 24-25☐ NO FISCAL IMPACT PROJECTED

COMMUNITY COLLEGE BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND - N/A

☐ GENERAL FUND☐ AIRPORT FUND☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 1,081,000

Total Current Year Revenue _____

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations☐ Additional Appropriations ☐ Other (explain) _____Identify Accounts: Salary; Longevity; Pension; FICA; MTCD TaxPotential Related Operating Budget Expenses: Annual Amount \$ 1,081,000Describe: 23/24: Increased personal service expenses of \$1,081,000

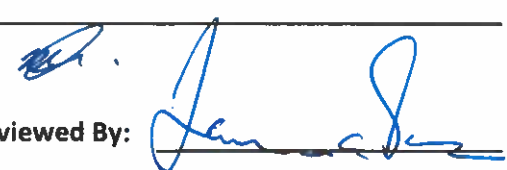
Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

24/25: Increased personal service expenses of \$617,000; Salary; Longevity; Pension; FICA; MTCD Tax25/26: Increased personal service expenses of \$636,000; Salary; Longevity; Pension; FICA; MTCD TaxPrepared by: Michael DunnTitle: Senior Budget AnalystDepartment: BudgetDate: June 20, 2024Reviewed By: 

Budget Director

Date: 6/26/24

ACT NO. _____ 2024

AN ACT approving certain financial terms and conditions of employment requiring legislative approval by law in a Collective Bargaining Agreement for those employees of Westchester County represented by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 Unit 9202 for the one year period commencing September 1, 2022 and ending August 31, 2026.

BE IT ENACTED by the Westchester County Board of Legislators as follows:

Section 1. All provisions of the prior collective bargaining agreement covering the period September 1, 2019 and ending on August 31, 2022, shall remain in full force and effect, unless altered by the provisions contained in this legislation.

Section 2. Duration:

This Agreement shall be effective from September 1, 2022 through August 31, 2026.

Section 3. Compensation:

Employees base wage rates shall increase as follows:

Ratification 4.0%
September 1, 2024 3.0%
September 1, 2025 3.0%

Ratification Bonus - Within forty-five (45) days following ratification:

i) all individuals who were hired before September 1, 2022, and actively employed through the date of ratification, or who were hired prior to September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for one-time ratification bonus (that does not go to base rate) of One Thousand (\$1,000.00) Dollars; or

ii) all individuals who were hired after September 1, 2022, and actively employed through the date of ratification, or who were hired after September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Five Hundred (\$500.00) Dollars; or

iii) all individuals who were hired and actively employed between September 1, 2023, through the date of ratification, or were hired between September 1, 2023, and ratification but retired prior ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Two Hundred and Fifty (\$250.00) Dollars;

These bonuses are non-cumulative (you can only receive one of the three Ratification Bonuses (i.e., (i), (ii), or (iii))).

New (COVID Additional Compensation): To the extent additional funding for compensation purposes (i.e., bonus money) becomes available for staff for their services during the COVID-19 or any other state or federally recognized public health emergency, such compensation shall be provided to eligible staff consistent with the allocation terms of the funding.

Effective ratification, the 35-hour Supplemental Time benefit shall terminate except for those specifically eligible under the current collective bargaining agreement (i.e., Grades XIII and above). Grade XII employees who were actively receiving the Supplemental Time benefit at the time of ratification shall have the option to: i) terminate the use of the benefit at ratification (notice must be provided to HR within 21 calendar days of ratification of this agreement); or ii) elect to be grandfathered into the Supplemental Time benefit consistent with the terms of their offer letter and the collective bargaining agreement. Grade XII employees electing to terminate participation in the Supplemental Time benefit under sub-section (i) shall have their 35 hours pro-rated for the current calendar year.

Section 4 Holidays with Pay

Effective 2023, the College shall recognize December 24 as an additional day off. If Christmas is being recognized on this day (December 24) by the College, there will not be an additional day off added. This is not a floating holiday. Any employee required to work on December 24 shall be paid straight time for all hours worked. The employee shall also be given an equal amount of time off, hour for hour, as paid leave time. This time must be used by January 30 the following year and scheduled with supervisor's approval.

Section 5 Insurance

Effective ratification, spouses shall be eligible for participation in any existing medical insurance plan offered by the College.

Section 6. This Act shall take effect immediately.



RESOLUTION – MOA – CSEA

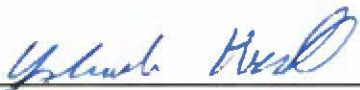
WHEREAS, the Board wishes to recognize the outstanding job performance by the CSEA staff of Westchester Community College; and

WHEREAS, in recognition of the outstanding contribution that the CSEA staff makes to the efficient and effective functioning of Westchester Community College;

BE IT RESOLVED, that the Board of Trustees of Westchester Community College hereby ratifies and approves the attached Memorandum of Agreement between CSEA Local 860 Unit 9202 and Westchester Community College, having a term of September 1, 2023 through August 31, 2026, which includes, among others, provisions for increases to wages.

Motion: Nonna/Serratto – all in favor

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Westchester Community College, May 15, 2024.



Yofanda Howell
Secretary
Board of Trustees

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement sets forth the agreements reached by and between the Westchester Community College (the "College") and Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Westchester Community College Unit 9202 (the "CSEA") dated 04/19/2024.

Whereas, the College and the CSEA are parties to a Collective Bargaining Agreement which expired on August 31, 2022; 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. **Article XVII (Terms of Agreement)**: The successor agreement will expire August 31, 2026.

2. **Article IV (Compensation)**: Employees base wage rates shall increase as follows:

Ratification	-	4.0%
September 1, 2024	-	3.0%
September 1, 2025	-	3.0%

Ratification Bonus - Within forty-five (45) days following ratification:

- i) all individuals who were hired before September 1, 2022, and actively employed through the date of ratification, or who were hired prior to September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of One Thousand (\$1,000.00) Dollars; or
- ii) all individuals who were hired after September 1, 2022, and actively employed through the date of ratification, or who were hired after September 1, 2022, but retired between September 1, 2022, and the date of ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Five Hundred (\$500.00) Dollars; or
- iii) all individuals who were hired and actively employed between September 1, 2023, through the date of ratification, or were hired between September 1, 2023, and ratification but retired prior ratification, shall be eligible for a one-time ratification bonus (that does not go to base rate) of Two Hundred and Fifty (\$250.00) Dollars;

These bonuses are non-cumulative (you can only receive one of the three Ratification Bonuses (i.e., (i), (ii), or (iii))).

3. Article IV (Compensation), new (COVID Additional Compensation): To the extent additional funding for compensation purposes (i.e., bonus money) becomes available for staff for their services during the COVID-19 or any other state or federally recognized public health emergency, such compensation shall be provided to eligible staff consistent with the allocation terms of the funding.

4. Article VI (Holidays with Pay): Effective 2023, the College shall recognize December 24 as an additional day off. If Christmas is being recognized on this day (December 24) by the College, there will not be an additional day off added. This is not a floating holiday. Any employee required to work on December 24 shall be paid straight time for all hours worked. The employee shall also be given an equal amount of time off, hour for hour, as paid leave time. This time must be used by January 30 the following year and scheduled with supervisor's approval.

5. Article III (Work, Workweek, Workday): Effective 2024, bargaining unit staff assigned either to the College or EOC shall have a modified summer schedule consistent with the College; only if the College provides a modified summer schedule for its staff (i.e., the EOC and College staff shall have the same amount of time under the Summer Schedule (summer flex time) as other eligible non-CSEA represented staff, but at the College's discretion it may run on different dates). At the employee's assigned location (College or EOC), employees shall be assigned one (1) additional work hour per day from Monday through Thursday during the summer schedule. On Friday, the employee shall be assigned a three (3) hour shift. The start and end times of summer schedules shall be determined by the College.

6. Article VIII (Leaves): Employees may make requests for bereavement leave, consistent with the terms of the existing bereavement article, for other family relations (e.g., fiancé/fiancée) with proof of relationship. Such requests shall be reviewed at the discretion of Human Resources on a case-by-case basis.

7. Article VIII (Leaves): In the event of a full day closure of the College (e.g., weather emergency), employees that had approved leave time for the day of the closure shall be credited back the leave time previously approved.

8. Article XIII (Union Status and Rights): Union representative release time shall be as follows: President 18 hours per week; VP, Secretary, Treasurer shall have a cumulative amount of 10 hours per week for all three titles. If the Union seeks additional time for the purposes of contract negotiations, the parties shall meet to discuss such temporary amendment to this provision.

9. Article IV (Compensation): When an employee's annual increment is going to be denied, the employee shall be notified at least 30 days in advance per the current CBA. Employees shall be informed by the College of their option to have a union representative attend a meeting regarding their annual increment denial.

10. Article III (Work, Workweek, Workday): If the College is closed or opening is delayed due to inclement weather as determined by the College, Grounds Crew employees are still required to work their regular schedule, unless otherwise directed. For every hour worked during this time (during regularly scheduled work hours), the employee shall receive an hour of quiet time. Quiet time shall be used within thirty (30) days of being earned or it shall be forfeited. Quiet time is paid as a regular workday. If there is a need for additional assistance during a day the College is closed, Buildings and Physical Plant employees may be canvassed to work. If there are insufficient volunteers, as determined by the College, employees may be mandated based on skill set, and shall be provide advance notice by the College as feasible. If an employee is unable to work a weather event day, the employee will have to use accrued time off consistent with the terms of this Agreement and College policy.

11. Article IV (Compensation): Effective ratification, the 35-hour Supplemental Time benefit shall terminate except for those specifically eligible under the current collective bargaining agreement (i.e., Grades XIII and above). Grade XII employees who were actively receiving the Supplemental Time benefit at the time of ratification shall have the option to: i) terminate the use of the benefit at ratification (notice must be provided to HR within 21 calendar days of ratification of this agreement); or ii) elect to be grandfathered into the Supplemental Time benefit consistent with the terms of their offer letter and the collective bargaining agreement. Grade XII employees electing to terminate participation in the Supplemental Time benefit under sub-section (i) shall have their 35 hours pro-rated for the current calendar year.

12. Article X (Insurances and Retirement): Effective ratification, spouses shall be eligible for participation in any existing medical insurance plan offered by the College.

13. Article X (Insurances and Retirement): Personnel changes shall be provided by the College to the Union on a quarterly basis related to any active employees and shall identify employees that have separated.

14. Article VIII (Leaves): Modify sub-sections 1 and 2 (and add 1(a)) to provide:

1. Any Employee who is temporarily physically or mentally unable to perform employment duties, or who desires to engage in a course of study intended to increase the Employee's usefulness to County service, or who for any reason considered satisfactory by the Department Head, desires to secure a leave of absence from employment duties may, upon the recommendation of the Department Head, approved by the Commissioner of Human Resources, be granted a leave of absence without pay for a period not to exceed one (1) year. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the Employee affected. An employee may be off payroll without losing benefits for a period not to exceed one year.

(a) If the Commissioner of Human Resources approves a temporary leave without pay lasting three (3) months or more, the employer shall make reasonable efforts to promptly fill the vacant position on a temporary basis for the duration of the initial employee's leave.

2. When a leave of absence without pay for a period of one (1) year has been granted, a further leave of absence without pay shall not be granted unless the Employee returns to this position and

serves continuously therein for a period of one (1) year immediately preceding the subsequent leave of absence without pay.

AS AGREED UPON:

**WESTCHESTER COMMUNITY
COLLEGE**

By: 

Dated: 5-15-2024

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, LOCAL 1000,
AFSCME, AFL-CIO**


By: _____

Dated: 04-19-2024

