

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**LOCAL 456, INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS AND WAREHOUSEMEN  
AND HELPERS OF AMERICA, AFL-CIO**

**and**

**COUNTY OF WESTCHESTER**

**January 1, 1996 to December 31, 2001**

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**THIS AGREEMENT**, made the 11th of June, 1999, by and between the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, with offices in the County Office Building, 148 Martine Avenue, White Plains, New York, hereinafter designated as the "County" and **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, WAREHOUSEMEN, CHAUFFEURS AND HELPERS OF AMERICA, AFL-CIO**, with offices at 160 South Central Avenue, Elmsford, New York 10523, hereinafter referred to as the "Union".

## **ARTICLE I** **DEFINITIONS**

### **Section 1:**

As contained in this Agreement, the following terms shall have these meanings: "County" means the County of Westchester; "Union" means Local 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO; "Employee" means a person included in the negotiating unit; "Negotiating Unit" means all of the employees in the classifications contained in Appendix "A" of this Agreement.

## **ARTICLE II** **RECOGNITION AND PAYROLL DEDUCTIONS**

### **Section 1: RECOGNITION**

Based upon the Union's recognition dated June 18, 1993 by the Westchester County Executive, recognition is hereby confirmed and extended to the Union for the maximum period permitted by law for all of those employees in the classifications contained in Appendix "A" of this Agreement. The County of Westchester agrees to notify Local 456, in writing, when a title or position is created and is allocated to a job grade 10 and above. The titles of Senior Assistant County Attorney, Assistant to the County Executive I and II, and Coordinator of Veteran Affairs have been eliminated from Appendix "A". The County of Westchester agrees to provide to the employees in these titles the wage rates that such titles would have received had they remained in the bargaining unit for the term of the Agreement. In the event an employee in the title of "Senior Assistant County Attorney" elects to transfer to the title of Assistant County Attorney he or she must do so on or before December 31, 1999. That employee shall then receive the rate of pay for an Assistant County Attorney.

### **Section 2: PAYROLL DEDUCTION/AGENCY SHOP**

#### **A. Authorizations**

1. Subject to reasonable procedural requirements, the County will honor, during their effective period, individual assignments signed by employees authorizing deductions of membership dues for payment to the Union.
2. All employees, as defined by Article I, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such employees. The service charge for employees shall be the amount equivalent to the amount of annual

dues payable by a member of the Union in the full time or part-time category appropriate to the status of the employees.

3. The County shall provide payroll deductions, as authorized in writing by each employee, for a deferred compensation plan.

4. The County shall provide employees with the option of having direct deposit of payroll checks.

B. Remittance

Membership dues and service charges will be deducted after each payroll period and will be remitted to the Union, at the Union business office, 160 South Central Avenue, Elmsford, New York 10523, together with a list of the employees from whom such deductions were made. There shall also be a separate list of all new employees and employees from whom deductions were not made with a specification of why the deduction was not made.

C. Exclusivity

Except as provided by this Agreement, no additional payroll deduction programs after October 1, 1995, other than charitable deduction programs, will be granted by the County unless approved, in writing, by the Union.

### **ARTICLE III** **HOURS OF WORK**

#### **Section 1: DEFINITION OF WORK**

"Hours Worked", in general, is all the time an Employee is required to be on duty or on the County premises or a prescribed work place, and all time during which the Employee is suffered or permitted to work for the County, such as: County directed travel; attendance at County directed training programs; adjusting grievances; clothes changes where required and other work as prescribed by the provisions of the U.S. Fair Labor Standards Act.

#### **Section 2: WORK WEEK**

The basic work week shall be thirty-five (35) hours. Employees who work in excess of thirty-five (35) hours shall not be entitled to overtime compensation unless approved by the County Executive.

#### **Section 3: PAYROLL CALCULATIONS**

For payroll calculation purposes, the work week for all departments shall be from Monday, one (1) minute after twelve (12:01 A.M.), to the following Sunday, midnight (12:00), except for those employees assigned to the Medical Center and Ruth Taylor Institute who shall have a workweek from Sunday, one minute after twelve (12:01 a.m.) to the following Saturday, midnight (12:00).

## **ARTICLE IV COMPENSATION**

### **Section 1: CLASSIFICATION AND COMPENSATION**

#### **A. General**

1. All positions authorized in titles covered by the Agreement shall be classified, in accordance with law, by the Personnel Officer.
2. All such positions shall be evaluated in accordance with the County's systems for job evaluation. The application of the County's systems for job evaluation shall result in each position title being assigned to a specific job group, subject to legislative approval, if necessary.
3. The County reserves the right to reclassify or reallocate any title, subject to Legislative approval.
4. No employees shall be employed or appointed under any title not appropriate to the duties to be performed as defined in the specification for that title.

#### **B. Definitions**

- 1 a. Classification is the process by which a position title is assigned to a set of specified duties and responsibilities.
- b. Reclassification is the process of changing the position title which has been assigned to specific duties and responsibilities to another position title in order to reflect the duties and responsibilities more accurately.
- c. Reclassification may result in a change to a position title in a lower job group, the same job group or a higher job group.
- 2 a. Allocation is the process of assigning a position title to a salary range.
- b. Reallocation is the process of assigning a position title to another salary range in order to effect more equitable and appropriate payment for the performance of the duties and responsibilities of the position.
- c. Reallocation may result in a change to a lower salary range or to a higher salary range.

C. Classification and Compensation Appeals Board

1. There is hereby established a Classification and Compensation Appeals Board composed of the Personnel Officer who will act as Chairman, the Budget Director, rotating department heads (one at a time) to be appointed by the County Executive, and two representatives of the Union to be appointed by the Union.
2. The Budget Director and the Personnel Officer may designate members of their respective staffs to act on their behalf at any meeting of the Board.
3. All cases to be considered by the Board for appeal shall have a hearing commencing within forty-five (45) days of the filing. Recommendations made by the Board shall be voted upon by a majority of the five (5) members or designees.
4. The Board is empowered to consider appeals made by employees and department heads (regarding appeals by their employees) of reclassification and reallocation decisions made by the official in charge of Classification and Compensation in the Personnel Office and to recommend reversal or modifications of such decisions to the Personnel Officer.

D. Reclassification and Reallocation

1. Any employee or the Union may request in writing that the Personnel Office study the duties of the employee's position in order to determine its proper position title or proper allocation (i.e. salary range).
2. Such requests may also be made by any County officer and/or department head for any individual position or group of positions under their supervision. The Personnel Officer may also initiate such studies.
3. The Union will be provided with a copy of any requests for reclassification and/or reallocation.
- 4a. The Personnel Officer will communicate in writing the decision to all appropriate parties within the time limits specified below.
- 4b. In the event that the study results in a decision with which the employee requesting the study does not agree, the employee may appeal the decision, in writing, to the Classification and Compensation Appeals Board no later than five (5) working days from receipt of the communication from the Personnel Office.
- 4c. In the event that no appeal of the decision is filed within the required time, the matter will be closed for a minimum of twelve (12) months and will only be reconsidered after the twelve (12) month period if there has been a substantial change in duties and responsibilities including those changes which led to the initial filing.



- 5a. In the event that the decision of the Classification and Compensation Appeals Board is to reclassify the position, the Personnel Officer may approve of the use of the recommended title on a tentative basis and shall submit such recommendation to the Budget Committee of the Board of Legislators for consideration and timely action, if required.
- 5b. In the event that the decision of the Classification and Compensation Appeals Board is to reallocate the position, the Personnel Officer shall submit such recommendation to the Budget Committee of the Board of Legislators for consideration and timely action.
- 6. No employee(s) whose salary is increased by such reclassification or reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date that the request for review was filed by the employee(s).
- 7. The salary of an incumbent of any position which is reclassified or reallocated shall not be reduced for the then incumbent by reason of such reclassification or reallocation as long as such position is held by the then incumbent.
- 8. Reclassification to a title for which an eligible list exists will not be made effective until such time as the then incumbent has had an opportunity to compete in an examination for said new title.

E. Effective Date

- 1. Except as set forth in Section E (3) of this Article, the effective date of new titles, reclassification and reallocations shall be determined by:
  - a. New titles Board of Legislators
  - b. Reclassification:
    - 1. To existing titles Budget Director
    - 2. To new titles Board of Legislators
  - c. Reallocations of the existing titles Board of Legislators
- 2. The Personnel Office will process all new titles, reclassification and reallocations and submit them to the Budget Director or to the Budget Committee of the Board of Legislators for referral to the Board, as the case may be, no later than ninety (90) working days, or one hundred eighty (180) working days in the case of a class of titles involving more than one (1) department, after the date of receipt of the request for study, except as described in Section D (8) above.

3. When action is taken by an employee(s) as indicated in Section D (1) above, the effective date for the employee(s) who has requested in writing that the Personnel Officer study the duties of the employee for proper classification or allocation shall be retroactive to the date the action was filed by the employee(s).

F. Reclassification, Reallocation and Promotion Salary Increase Formula

1. The formula for computing a salary increase which may result from reclassification or reallocation and which must result from promotion is as follows:
  - a. Add the amount of one (1) annual increment of the present salary range to the present salary;
  - b. Pay the lowest step in the new salary range which is not less than the sum arrived at in "a" above.

G. Increments

1. Increments indicated in Appendix "B" and "C", are in no sense automatic, nor are they to be considered as earned solely due to the passage of time. Longevity increases based on years of service are not considered as increments.
2. Increments referred to above are subject to the approval of the department head. Such approval may not be unreasonably withheld. Any denial of an increment must be supported by written documentation dealing solely with the Employee's performance or attendance or conduct or a combination of these factors and must be communicated to the Employee in writing at least thirty (30) days prior to the increment due date.
3. The denial of an increment is subject to the grievance procedure starting at Step 1.

H. Above Minimum Recruitment

1. The Personnel Officer may recommend recruitment at a rate above the minimum; if it is impractical to recruit for a position at its then minimum salary.
2. The County may hire new Employees up to Step Four (4) without having to raise the salaries of all incumbents of such positions to such rate of pay. If the County hires at Step Five (5) then all incumbents of such positions currently at Step Four (4) will be raised to Step Five (5).

Section 2: PROMOTIONAL OPPORTUNITIES

- A. This section shall apply to all appointments made in the non-competitive or exempt class and provisional appointments made in the competitive class.

- B. All job and promotional opportunities shall be posted conspicuously for ten (10) days on designated bulletin boards readily accessible to all Employees in all departments and all satellite offices prior to the filling of the position to allow Employees currently employed to apply for same. When a position is posted, a copy will be provided to the Union.
- C. The posting shall include the title of the position, a brief description of the duties which shall conform to the duties and qualifications of the job specification as promulgated by the Westchester County Personnel Department, required qualifications and a contact person to whom resumes or applications should be referred.
- D. For consideration purposes, preference shall be given to Employees. If more than one (1) Employee applies for the position, first preference shall be given to Employees in the department in which the position exists. The County shall consider the relative seniority of Employees. However, it is understood that the primary factors determining which Employee, if any, shall be awarded the position are: (1) the ability of the Employee to perform the job and (2) the overall needs of the department (including future promotional potential).
- E. In the event that the departmental or County-wide posting fail to result in a placement, the County may take any further action as it deems necessary in securing applicants.
- F. When promotional and/or provisional examinations are scheduled for Employees during working hours, employee(s) will be granted release time for such examination.
- G. The County will make a reasonable effort to release an employee from working on the work day immediately prior to taking a Civil Service exam. However, in no event shall this clause require the County to release an employee on a calendar day other than the day the exam is actually given.

### Section 3: JOB CLASSIFICATIONS AND JOB GROUPS

- A. The current list of County Job Classifications and Job Groups represented by the Union (as may be amended from time to time) is annexed as Appendix "A".
- B. The Union shall receive copies of all new titles and specifications and/or updating of titles and specifications when they are promulgated by the Personnel Office.

### Section 4: COMPENSATION

- A. Effective January 1, 1996, each step of the Salary Schedule in effect on December 31, 1995 shall be increased by 1.5 %.
- B. Effective January 1, 1997, each step of the Salary Schedule in effect on December 31, 1996 shall be increased by 1.0%.
- C. Effective January 1, 1998, each step of the Salary Schedule in effect on December 31, 1997 shall be increased by 3.5%.

- D. Effective January 1, 1999, each step of the Salary Schedule in effect on December 31, 1998 shall be increased by 3.5%.
- E. Effective January 1, 2000, each step of the Salary Schedule in effect on December 31, 1999 shall be increased by 3.5%
- F. Effective January 1, 2001, each step of the salary schedule in effect on December 31, 2000 shall be increased by 3.5%.

#### Section 5: LONGEVITY

- A. Effective January 1, 1996:

After five (5) years of continuous County service, longevity compensation shall be paid at the annual rate of Six Hundred (\$600.00) dollars.

After ten (10) years of continuous County service, longevity compensation shall be paid at the annual rate of Seven Hundred and Seventy Five (\$775.00) dollars.

After fifteen (15) years of continuous County service, longevity compensation shall be paid at the annual rate of Eight Hundred and Seventy Five (\$875.00) dollars.

After twenty (20) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand and Fifty (\$1,050.00) dollars.

After twenty five (25) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand One Hundred Twenty Five (\$1,125.00) dollars.

- B. Effective January 1, 1997:

After five (5) years of continuous County service, longevity compensation shall be paid at the annual rate of Six Hundred (\$600.00) dollars.

After ten (10) years of continuous County service, longevity compensation shall be paid at the annual rate of Seven Hundred and Seventy Five (\$775.00) dollars.

After fifteen (15) years of continuous County service, longevity compensation shall be paid at the annual rate of Eight Hundred and Seventy Five (\$875.00) dollars.

After twenty (20) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand and Fifty (\$1,050.00) dollars.

After twenty five (25) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand One Hundred Twenty Five (\$1,125.00) dollars.

C. Effective January 1, 1998:

After five (5) years of continuous County service, longevity compensation shall be paid at the annual rate of Seven Hundred and Fifty (\$750.00) dollars.

After ten (10) years of continuous County service, longevity compensation shall be paid at the annual rate of Nine Hundred and Twenty Five (\$925.00) dollars.

After fifteen (15) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand and Twenty Five (\$1,025.00) dollars.

After twenty (20) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Two Hundred (\$1,200.00) dollars.

After twenty five (25) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Two Hundred and Seventy Five (\$1,275.00) dollars.

D. Effective January 1, 1999

After five (5) years of continuous County service, longevity compensation shall be paid at the annual rate of Nine Hundred (\$900.00) dollars.

After ten (10) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Seventy Five (\$1,075.00) dollars.

After fifteen (15) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand One Hundred Seventy Five (\$1,175.00) dollars.

After twenty (20) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Three Hundred and Fifty (\$1,350.00) dollars.

After twenty five (25) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Four Hundred and Twenty Five (\$1,425.00) dollars.

E. Effective January 1, 2000

After five (5) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand and Fifty (\$1,050.00) dollars.

After ten (10) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Two Hundred and Twenty Five (\$1,225.00) dollars.

After fifteen (15) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Three Hundred Twenty Five (\$1,325.00) dollars.

After twenty (20) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Five Hundred (\$1,500.00) dollars.

After twenty five (25) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Five Hundred and Seventy-Five (\$1,575.00) dollars.

F. Effective January 1, 2001

After five (5) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Two Hundred (\$1,200.00) dollars.

After ten (10) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Three Hundred and Seventy Five (\$1,375.00) dollars.

After fifteen (15) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Four Hundred and Seventy Five (\$1,475.00) dollars.

After twenty (20) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Six Hundred and Fifty (\$1,650.00) dollars.

After twenty five (25) years of continuous County service, longevity compensation shall be paid at the annual rate of One Thousand Seven Hundred and Twenty Five (\$1,725.00) dollars.

- G. After having completed the required amount of continuous County service, Employees are eligible for the longevity payments commencing the first pay period following their anniversary date of hire. Longevity payments shall be made by a "lump sum payment" in the first pay period in December of each year of eligibility. During the first (1st) year of eligibility and the last year of employment, said "lump sum payment" shall be prorated.

H. Continuous service is not interrupted by the following:

1. Ordered military leave;
2. Authorized leaves of absence;
3. Termination of employment followed by a reinstatement or rehiring within one (1) year. Such time off, except as provided by Military Law, shall be deducted from County service.

Section 6: SHOW-UP PAY

When an Employee reports for work as scheduled and work is not available through no fault of the Employee, said Employee shall be paid for the day at the applicable rate of pay.

#### Section 7: OUT-OF-TITLE GUARANTEE

- A. When an employee is directed to perform substantial duties of a higher classification not common to the Employee's classification on a regular basis for more than fifteen (15) consecutive work days, said Employee shall be paid, as follows, retroactive to the first day of such assignment:
1. Add the amount of one (1) annual increment of the present salary range to the present salary.
  2. Pay the lowest step in the new salary range which is not less than the sum arrived at in "1" above.
- B. Employees directed to perform the duties of a lower classification with no change in their job title shall not have their rate of pay reduced because of such assignment.
- C. Employees filing grievances pursuant to this Section shall follow the procedure as set forth in Article XIII of this Agreement.

#### Section 8: CALCULATION OF RATES OF PAY

For the purpose of payroll computation, an Employee's daily rate shall be calculated by dividing the employee's annual salary by the number of work days in that calendar year. An Employee's bi-weekly pay shall be calculated by multiplying the daily rate by ten (10) days.

#### Section 9: MILEAGE ALLOWANCE

- A. The rate of mileage reimbursement shall be the maximum rate per mile allowed by the Internal Revenue Service.
- B. Employees who regularly use private cars on County business shall conform with requirements submitted through the Director of Risk Management.

#### Section 10: MEAL REIMBURSEMENT/ALLOWANCE

The meal allowance schedule specified in the County Travel Policy, Rules and Regulations shall be in accordance with the following:

##### **Within County**

	<u>Not to Exceed Without Receipt</u>	<u>Not to Exceed With Receipt</u>
Breakfast	\$3.00	\$4.00
Lunch	\$5.00	\$6.00
Dinner	\$7.00	\$9.00

## **Outside of County**

	<u>Not to Exceed Without Receipt</u>	<u>Not to Exceed with Receipt</u>
Breakfast	\$3.00	\$ 6.00
Lunch	\$5.00	\$ 8.00
Dinner	\$7.00	\$20.00

### Section 11: TUITION REIMBURSEMENT:

- A. Employees who work at least one-half (1/2) the normal work week are eligible to participate in the Westchester County/Local 456, I.B.T. Tuition Reimbursement Program subject to the same rules and procedures of the Program between the C.S.E.A. and the County for the year of 1995.
- B. The rate of reimbursement shall be the same percentage rate of reimbursement provided under the Westchester County/C.S.E.A. Reimbursement Program.
- C. Employees shall receive tuition waivers when taking credit courses at Westchester County Community College or other participating institutions.
- D. The parties shall establish a joint Union/County Committee on Education comprised of two (2) members appointed by the County Executive and two (2) representatives appointed by the Union. The Committee shall determine eligibility for benefits and shall revise and update, where required, the rules and regulations of the Program.

## **ARTICLE V**

### **HEALTH, SAFETY EQUIPMENT AND FACILITIES**

#### Section 1: HEALTH AND SAFETY

The County shall make every effort to maintain employment conditions conducive to the health and safety of Employees. Recommendations will be developed that will take into consideration the total working environment.

A joint standing Union-County committee will be established to develop recommendations for working conditions conducive to the health and safety of all Employees, taking into consideration temperature, ventilation, lighting and total working environment.

#### Section 2: SAFETY EQUIPMENT

##### **A. First-Aid Equipment**

First aid equipment as specified by the County Commissioner of Health will be made available for Employees performing hazardous duties.



B. Safety Equipment

Special safety equipment required by the official designated as the County Safety Director will be supplied without cost to the Employees.

C. Uniforms and Equipment

Where the County requires Employees to wear distinctive uniforms or special protective clothing, such clothing and equipment will be furnished in reasonable quantities as determined by the applicable Department Head without cost to the Employees, including reasonable periodic cleaning. Where the County has provided monetary allowance in lieu of the foregoing, such allowance will be paid by the end of the calendar year for which applicable.

Section 3: PARKING COMMITTEE

A standing Joint Union/County Committee will be established to study employee parking problems and to make recommendations thereon.

**ARTICLE VI**  
**HOLIDAYS WITH PAY**

Section 1: HOLIDAYS

A. The following days shall be considered holidays with pay:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. Where any of the foregoing holidays fall on a Saturday, the County will designate the Employee's alternate day off with pay. Holidays falling on Sunday will continue to be observed on Monday.

C. In the event that an employee is required to work on a holiday and suffers a provable economic loss as a result of such requirement, the County shall reimburse him/her for the amount of any provable loss.

**ARTICLE VII**  
**VACATION WITH PAY**

**Section 1: ANNUAL LEAVE**

- A. An Employee who is employed on or before June 1st shall be entitled to one (1) week (five (5) days) vacation after six (6) months of continuous service.
- B. On January 1st an Employee who has had less than one (1) year of continuous service will be entitled to two (2) weeks (ten (10) days) vacation after six (6) months of continuous service.
- C. On January 1st an Employee who has more than one (1) year of continuous service will be entitled to three (3) weeks (fifteen (15) days) vacation.
- D. On January 1st an employee who has more than ten (10) years of continuous service, or during that year will attain the eleventh (11th) anniversary of service, will be entitled to one (1) additional day of vacation for each year of service to a maximum of four (4) weeks (twenty (20) days) vacation, as follows:

<u>Years</u>	<u>Vacation Days</u>
Attains Eleventh (11th year)	16 days
Attains Twelfth (12th year)	17 days
Attains Thirteenth (13th year)	18 days
Attains Fourteenth (14th year)	19 days
Attains Fifteenth (15th year)	20 days

- E. Annual leave is to be used in the year in which it is earned, except that with the written approval of the department head and the Personnel Officer, annual leave earned in one year may be used in the second year, but no more than two (2) years of annual leave may be used in any one year. Without approval, an employee may carry over into each subsequent year a maximum of ten (10) days of unused vacation.
- F. In calculating of the time allowed for vacations, intervening holidays shall not be considered vacation days.
- G. Annual leave is to be taken with departmental approval so as not to interfere with the operations of the department. In the event of the cancellation of approved vacation, the County shall reimburse the employee for the amount of provable loss caused by the cancellation.
- H. In addition to any other provision of this contract, annual leave may be used for family illness or death in the family.

## Section 2: PRO-RATA LEAVE

Appropriate reduction will be made in the annual leave credit on a pro-rata basis for absences of more than thirty (30) continuous calendar days under the provisions of Article VIII - Leaves - Extended Sick Leave, Sick Injury, Leave Without Pay, Military Leave, and periods outside of County service.

## Section 3: RESIGNATION OR DEATH

Should an annual leave balance (vacation with pay) remain at the time of an Employee's death, resignation in good standing or termination without cause, said time will be paid at the Employee's then applicable regular straight time rate either to the Employee or the Employee's beneficiary or estate as the case may be. Unused annual leave does not include time accruing toward the subsequent year's leave.

# **ARTICLE VIII LEAVES**

## Section 1: PERSONAL LEAVE

- A. Personal leave is leave with pay for personal reasons. It may be used in conjunction with annual leave in the current year. It is to be taken with departmental approval so as not to interfere with the proper operations of the department. Employees need not furnish a reason for the utilization of personal leave. In the event that approved personal leave is cancelled by the County, the employee shall be reimbursed for all provable loss caused by such cancellation.
- B. All Employees will be credited with five (5) days of personal leave on January 1st of each year, except that new Employees must complete six (6) months of service prior to using the days. Employees hired on or before June 1st shall be credited with two and one-half (2-1/2) days of personal leave after six (6) months of service for use in their first calendar year.
- C. At the end of the calendar year, unused personal leave shall be credited to sick leave.

## Section 2: SICK LEAVE

- A. All newly hired Employees will be credited with five (5) sick days on the Employee's first day of service. After the Employee completes five (5) full calendar months (each of which begins on the first of the month), the Employee will thereafter be credited with sick leave at the rate of one (1) day per completed calendar month.
- B. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness, pregnancy, child birth, injury, quarantine resulting from exposure to contagious disease, family illness and bereavement leave. The

department head or the Personnel Officer may require such substantiation of sick leave as deemed necessary.

- C. Sick leave credits may not be earned while on leave without pay, on military leave of over thirty (30) days, or on extended sick leave.
- D. Any Employee who resigns in good standing, is laid off or dies while employed by the County shall receive the following: a full day's pay for one-half (1/2) of the accumulated amount of sick days, but in no event shall any Employee receive more than one hundred and twenty five (125) days of pay. It is understood that the rate of pay shall be the current rate of pay for each Employee, but in no event shall the rate exceed the rate provided for the top step of Grade XV.

### Section 3: FAMILY SICK LEAVE

Any available accumulated leave balance may be used for illness in the family.

### Section 4: BEREAVEMENT LEAVE

A bereavement allowance of three (3) days shall be given to an Employee in the event of the death of a member of the Employee's immediate family. Immediate family shall be defined as mother, father, step-mother, step-father, spouse, children, mothers-in-law, fathers-in-law, grandparents, grandchildren, brothers and sisters and the employee's spouse's immediate family. Any accumulated annual and personal leave may be used in conjunction with bereavement leave.

### SECTION 5: EXTENDED SICK LEAVE

Employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon recommendation of the Department Head and the approval of the Personnel Officer at one-half (1/2) pay for a period not to exceed one (1) bi-weekly pay period for each complete year of service. Any extended sick leave previously granted shall be chargeable against the allowance provided for in this Section.

### Section 6: MATERNITY/CHILD REARING LEAVE

- A. A pregnant Employee shall be allowed to perform the duties of her job as long as she is medically able, except where physical disability may endanger the Employee or constitute a liability in the performance of her duties. Pregnant Employees are not required to report the existence of the pregnancy to the County.
- B. A pregnant Employee, upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use any annual leave, personal leave, supplementary time, holiday leave and sick leave for the period of her disability and shall be eligible for extended sick leave.

- C. While on maternity or child rearing leave, an Employee may continue to use any or all leave he/she has theretofore accumulated.
- D. Upon his/her request to the County, the Employee shall be granted a leave of absence without pay for a maximum period of seven (7) months. Such leave may be extended upon recommendation of the department head, up to a maximum of two (2) years. Said leave of absence without pay shall be in addition to the above leave with pay benefits. Such leave shall not be unreasonably withheld.

#### Section 7: JURY AND COURT APPEARANCE LEAVE

An Employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the employee are involved, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County, exclusive of travel/meal expenses.

#### Section 8: MILITARY LEAVE

An Employee who is required to render ordered military duty shall be granted a leave of absence as authorized by state law.

#### Section 9: EDUCATION LEAVE

The present County program for education leave shall be continued for the life of the Agreement, including career training program.

#### Section 10: LEAVES WITHOUT PAY

- A. 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 Personnel Officer, be granted a leave of absence without pay for a period not to exceed one (1) year. In an exceptional case, the Personnel Officer may waive the provisions of this Section to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, two (2) years from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the Employee affected.
- B. When a leave of absence without pay for a period of one (1) year or as extended by the Personnel Officer 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 three (3) months immediately preceding the subsequent leave of absence without pay.



- C. Absence for more than thirty (30) continuous days under this Section may cause adjustment in time for considering increments.
- D. Failure of an Employee to return on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.
- E. (Education) Any Employee who leaves the County service to pursue an educational program completed at the Employee's own expense, upon return to the County service may be paid the appropriate scale step and hold the same anniversary date for increment purposes as if the Employee had not left County service, provided that the course of instruction is considered beneficial to the duties of the Employee's position in the County service, and the Employee has not had full time employment outside of County service during the period of absence, between semesters excepted.
- F. Vacation, personal and sick leave credits may not be earned while absent for more than thirty (30) days under the provisions of this Section.
- G. Employees shall be placed back on the payroll on the day following their last day of requested and approved leave. It is implicit that such Employees will be ready to resume work on that day unless their leave has been extended.

#### Section 11: WORKERS' COMPENSATION (SICK INJURY LEAVE)

Any Employee, except those subject to the provisions of Section 207-c of the General Municipal Law, who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law shall, pending adjudication of the case and while said disability renders the Employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave and sick leave credits shall not be earned for periods when an Employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted such Employee may then be granted a leave of absence without pay. When the Workers' Compensation Board has made an award to such Employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon return to active duty, such Employee shall be recredited with that portion of earned credits consumed during the period of absence in proportion to the amount of Workers' Compensation award for such loss of time.

#### SECTION 12 - SICK LEAVE BANK

The County shall continue to recognize the right of Employees to participate in the Westchester County C.S.E.A. Sick Leave Bank.

**ARTICLE IX**  
**DEFINITIONS FOR BENEFIT PURPOSES**  
**FULL AND PART-TIME EMPLOYEES**

Full time Employees are eligible for full medical, dental and "time" benefits. Part-time Employees are eligible for full medical, dental and a pro-rated portion of "time" benefits provided that their employment is for at least one-half (1/2) the normal work week.

**ARTICLE X**  
**INSURANCE AND RETIREMENT**

The County will, subject to any other provisions of this Article, continue to provide Health Insurance and Retirement programs and options and will, except as modified below, pay the total cost of employees, their dependents, and retirees premiums for such programs, providing such programs and options remain available.

**Section 1: INSURANCE**

**A. Health Insurance**

1. The Health insurance and prescription benefit levels shall be equivalent to those benefits provided by the New York State Empire Plan (Core plus Medical and Psychiatric Enhancements), in effect as of December 31, 1990. Drug Prescription Plan - \$4.00 brand name, \$1.00 for generic equivalent.
2. The County will submit to the Union, thirty (30) days prior to any contemplated change, a complete list of benefits level offered by the new health insurance carrier.
3. In the event the benefits being offered by the new insurance carrier are not equivalent to the benefits now being provided by the State-wide Health Insurance Plan, the Union may demand arbitration of the issue within thirty (30) days after receiving said offer.

**B. Health Maintenance Organization**

The County will make payments to any Health Maintenance Organization offered to Employees at a rate equivalent to the premium of the basic County health insurance plan. Members choosing this health insurance plan will be obligated to pay to the plan the premium difference, if any, between the County's contribution and the total cost of the offered Health Maintenance Organization premiums on a monthly basis. In no event will the County be required to make a payment greater than the total payment required by the Health Maintenance Organization.

C. Dental and Optical Plan

The dental plan coverage shall be equivalent to the coverage currently provide pursuant to the terms of the agreement between the County of Westchester and the Civil Service Employees Association Inc. Local 1000.

Optical benefits shall be provided on an annual basis.

D. Personnel Changes

The County shall provide to the Union on a bi-weekly basis changes in personnel related to leaves of absence, resignations, terminations, retirements and deaths.

The County shall provide to the Union, on a monthly basis, a list of new hires, their title and rate of pay.

Section 2: LINE OF DUTY LIFE INSURANCE

The County shall provide Seventy Five Thousand (\$75,000.00) Dollars of insurance for all Employees in the event that an Employee suffers a job-related death.

Section 3: RETIREMENT

All employees shall be entitled to enroll in the New York State Employees Retirement System.

Section 4: LONG TERM DISABILITY PLAN

The County agrees to administer the present Long Term Disability Plan as described in Appendix "C" of this Agreement.

Section 5: DEATH BENEFIT PLAN

The County agrees to provide the Death Benefit Plan as described in Appendix "D" of this Agreement.

**ARTICLE XI**  
**LABOR - MANAGEMENT COMMITTEE**

Section 1: LABOR-MANAGEMENT COMMITTEE

The County and the Union, recognizing the need for sound harmonious labor relations, shall jointly maintain and support a labor-management committee.

The labor-management committee shall consist of eight (8) members who will serve for the term of this Agreement. The Union shall designate four (4) members, exclusive of outside representatives, and the County Executive shall designate four (4) members. Vacancies shall be



filled by the appointing party for the balance of the term to be served. The Committee shall select a chairperson from among its members at each meeting. The chairperson of the committee shall alternate between the members designated by the County Executive and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee.

The labor-management committee shall meet at the call of either the Union or the County members at times mutually agreeable to both parties. At least one (1) week in advance of a meeting, the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies of the minutes and agreements reached shall be supplied to all members of the committee.

## **ARTICLE XII**

### **EMPLOYEE STATUS AND RIGHTS**

#### **Section 1: EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION PLAN**

The County and the Union fully endorse the principles of Equal Employment Opportunity and the County's Affirmative Action Plan and its procedures. Any complaints arising thereunder will be processed through the complaint procedure of the Affirmative Action Plan. Use of that procedure will not deprive an Employee of rights under the Agreement.

#### **Section 2: NON-DISCRIMINATION**

The County and the Union will not discriminate against any Employee with respect to wages, hours, or any terms or conditions of employment by reason of race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications, in which case an Employee whose request is refused on such grounds shall be notified in writing, with right to appeal through the grievance procedure herein.

#### **Section 3: DISCIPLINARY REVIEW PROCEDURES**

- A. Effective January 1, 1997, employees in Grade XVI and below shall be subject to discipline pursuant to Section 75 of the New York State Civil Service Law upon completion of one (1) year of employment with the County.

#### **Section 4: RIGHT OF REPRESENTATION**

Every Employee shall have the right to present grievances to the County free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented at all stages.

## Section 5: PERSONNEL RECORDS

- A. No complaint or report, adverse or derogatory, to an Employee shall be retained in the Employee's personnel file unless the Employee has had an opportunity to read same and to provide a response to be filed therewith.
- B. All such adverse or derogatory material, including unsatisfactory evaluations, shall be removed after eighteen (18) months of original placement, except convictions under Section 75 of the Civil Service Law will be retained for thirty-six (36) months.
- C. Except for pre-employment materials, deemed to be confidential, an Employee will be permitted to examine his/her personnel file at reasonable intervals, and to make copies of items therein.
- D. Failure to notify an employee that adverse or derogatory material has been placed in his/her file shall cause same to be immediately removed upon finding.
- E. If an Employee has filed a grievance regarding an evaluation and/or written reprimand that has been placed in the Employee's personnel file, the decision and any action resulting therefrom, shall all be removed after eighteen (18) months from original placement. Section 75 material shall be retained for thirty-six (36) months.
- F. Factually inaccurate statements may be subject to the grievance procedure.

## Section 6: TAKEOVER OF ANY COUNTY FACILITY

In the event of a takeover of any County facility, the County shall use its best efforts to insure that affected Employees of that facility are offered substitute employment, primarily through the new employer.

In this regard, the County shall attempt to insure that Employees are offered employment by the new employer in the same or similar capacity.

If such employment offer is made to an Employee and said Employee declines to accept the offer, then the obligation of the County under this provision has been satisfied, and said Employee's rights shall be as determined by applicable provisions of the Civil Service Law.

In the event that Employees are not offered employment in the same or similar capacity, the County shall use its best efforts to obtain employment for such Employees elsewhere in County service for which the Employee is qualified and for which employment is available.

If no such employment is available consistent with law, Employees shall be placed on preferential hiring lists.

## Section 7: LAYOFFS

In the event of a layoff, employees not subject to Section 80 of the New York State Civil Service Law, shall be laid off in inverse order of seniority in their job classification and department.

## **ARTICLE XIII** **GRIEVANCE PROCEDURE**

Section 1: Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder shall be the subject of a grievance, and shall be processed in accordance with the following procedure.

Section 2: A grievance must be filed within thirty (30) days of the alleged Agreement violation or within thirty (30) days of when the employee could have reasonably become aware of said violation, whichever is later.

- Step One: A grievance shall be presented by the employee and his/her Union representative to the employee's department head.
- Step Two: In the event such grievance is not resolved within five (5) working days from such presentation, it may then be presented by the Union to the County's Director of Labor Relations.
- Step Three: In the event that such grievance is not then disposed of, it may be referred by the Union to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then the appointment of such arbitrator shall be made by the American Arbitration Association under its rules and procedures. The determination of the arbitrator shall be final and binding. The cost and expenses of the arbitrator shall be shared by the parties.

## **ARTICLE XIV** **UNION STATUS AND RIGHTS**

### Section 1: REPRESENTATION RIGHTS

#### A. Visitation Rights

Subject to reasonable rules with respect to security, safety and operating requirements, representatives of the Union may be granted access to working areas in County facilities during working hours for the purpose of observing whether the terms of the Agreement are being maintained.

B. Organization Rights

Employees shall have the right to join and participate in the Union free from interference, coercion, restraint, discrimination or reprisal.

C. Representation Rights

Employees shall have the right to be represented by the Union, to negotiate collectively with the County in the determination of their wages, hours and terms and conditions of employment and the administration of grievances.

D. Posting and Communication Rights

1. The Union shall have the right to post notices of its legitimate activities on Union bulletin boards provided by the County in each County building or subdivision offices owned or leased by the County. The County agrees to provide one (1) or more bulletin boards for the exclusive use of the Union. It will be the responsibility of the Union to inform the County of the additional locations.
2. The Union may use the County inter-office mail service for bulk transmittal of communications to Employees for distribution through the representatives.
3. No communication posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

E. Managerial and Confidential Employees

1. The County agrees not to seek to have any of the positions or persons in the bargaining unit designated as managerial or confidential. The provision shall expire on December 29, 2001.

Section 2: UNION TIME

A. Negotiating Union Representatives

1. Duly authorized representatives of the Union shall be permitted time to transact official Union business directly related to the administration of the Agreement on County property during the work day but at reasonable times and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such represented as County Employees.
2. When a Union representative meets by agreement with a County representative during the work day, such meeting shall be without loss of pay.

B. Authorized Representatives

The Union shall certify to the County the names of its authorized representatives and the staff representatives and the areas in which their representation is effective.

**ARTICLE XV**  
**EMPLOYER STATUS AND RIGHTS**

**Section 1: MEAL CHARGES**

The County shall have the exclusive right to set and change prices for meals. All Employees shall have access to the Westchester County Medical Center Cafeteria.

**ARTICLE XVI**  
**CONFORMITY WITH LAW**

**Section 1: EMPLOYEE PROTECTION UNDER THE LAW**

Nothing contained in the Agreement shall be construed to deny any Employee his/her rights under Section 15 of the New York Civil Rights Law, or under applicable Civil Service Laws and Regulations. Nothing contained herein shall be construed to deny or restrict with respect to any Employee, any rights the Employee may have under the Civil Service Laws or any other applicable laws and regulations. The rights provided to Employees hereunder shall be deemed in addition to those provided elsewhere.

**Section 2: PRIORITY**

Where the provisions of this Agreement are in conflict with County policy, as stated in County Personnel Rules and Manual of Personnel Policy and Procedure, this Agreement shall govern, except as provided by law.

**Section 3: MAINTENANCE OF STANDARDS**

Rates of pay, hours of work, and conditions of employment in effect prior to the Agreement and not covered by the Agreement shall not be reduced without good cause during the term of the Agreement. "Good Cause" may be determined through the grievance procedure herein.

**Section 4: MANDATED PROVISIONS OF THE LAW**

A. Affirmation of No-Strike

Pursuant to law the "Affirmation of No-Strike" is attached hereto as Appendix "E".

B. Legislative Action

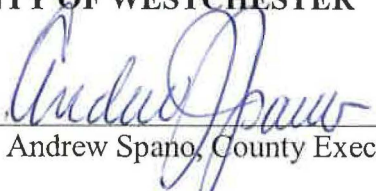
"PURSUANT TO LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**ARTICLE XVII**  
**TERM OF AGREEMENT**

Section 1: DURATION

The Agreement shall be effective from January 1, 1996 until December 31, 2001 inclusive. **IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the day and year first above written, the County of Westchester, pursuant to law by Andrew J. Spano, County Executive, whose seal is affixed hereto and Local 456, I.B.T. by collective bargaining.

**COUNTY OF WESTCHESTER**

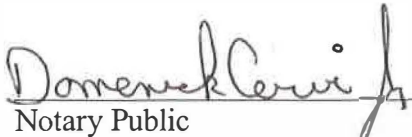
By:   
Andrew Spano, County Executive

Date: 2-28-02

STATE OF NEW YORK                    )  
  SS.:  
COUNTY OF WESTCHESTER        )

On the 28<sup>th</sup> day of February, 2002, before me, personally came ANDREW J. SPANO, to me known, who being by me duly sworn, did depose and say that he resides at 148 Martine Avenue, White Plains, Westchester County, New York, that he is the County Executive of the County of Westchester, the municipal corporation described herein, and which executed the foregoing instrument; that he knows the official seal of the County Executive of the County of Westchester; that the seal affixed to said instrument is said official seal and it was so affixed by the order of the Board of Legislators of the County of Westchester; and that he signed his name thereto pursuant to the provisions of the Westchester County Charter.

DOMENICK CERVI JR.  
Notary Public, State of New York  
No. 4838072  
Qualified in Westchester County  
Commission Expires July 30, ~~1999~~ 2002

  
Notary Public

Approved as to form and manner of execution:

By:   
County Attorney

Date: 2-19-02

LOCAL 456, I.B.T.

By:

Bernard E. Doyle  
Bernard Doyle, President

Date:

1/31/02

STATE OF NEW YORK )

SS.:

COUNTY OF WESTCHESTER )

On the 31<sup>st</sup> day of January, 2002 before me, personally came BERNARD DOYLE, to me known, and known to me to be the President of Local 456, I.B.T., the Union described herein, and who being by me duly sworn, deposes and says that he signed his name thereto pursuant to his authority as President of the Union.

Brian M. Lucyk  
Notary Public

**BRIAN M. LUCYK**  
**Notary Public, State of New York**  
**No. 01LU4617037**  
**Certificate Filed in Westchester County**  
**Commission Expires May 31, 2003**



# APPENDIX "A"

<u>JOB CLASS.</u>	<u>JOB CLASS TITLE</u>	<u>JOB GRADE</u>
E0672	ASSOC CMR-SOCIAL SERVICES	E16
E0657	ASSOC DIR DIV (C S 0)	E18
E0108	ASSOC DIR DIV (CARDIOPUL LABS)	E18
E0109	ASSOC DIR DIV (CHILD PSYCH)	E18
E0110	ASSOC DIR DIV (DENTISTRY)	E18
E0111	ASSOC DIR DIV (EXTENDED CARE)	E18
E0112	ASSOC DIR DIV (MED UTILIZATION)	E18
E0106	ASSOC DIR DIV (MEDICINE)	E18
E0113	ASSOC DIR DIV (PATHOLOGY)	E18
E0114	ASSOC DIR DIV (PEDIATRICS)	E18
E0115	ASSOC DIR DIV (PHYS MED REHAB)	E18
E0116	ASSOC DIR DIV (PSYCHIATRY)	E18
E0117	ASSOC DIR DIV (RADIOLOGY)	E18
E0118	ASSOC DIR DIV (RENAL LAB)	E18
E0119	ASSOC DIR DIV (SURGERY)	E18
E0311	ASSOC DIR HOSP ADMIN	E16
E0060	ASSOC DIR HOSP -NURSING SV & ED	E18
E0312	ASSOC DIR HOSP -OPERATIONS	E15
E0310	ASSOC DIR HOSP -PLAN & DEV	E16
E0489	ASSOC DIR NURSING (RTI)	E14
E0689	ASSOC DIR OF FIS SVS (HOSP OP)	E17
E0338	ASSOC DIR OF HOSP DEV COMM & PR	E15
E0006	ASSOC DIR - HOSPITAL	E19
E0122	ASSOC WARDEN	E16
E0371	ASST ADM-GENERAL SERVICES	E13
E0536	ASST BUD DIR-DIR OF RISK MGMT	E16
E0123	ASST BUDGET DIRECTOR	E16
E0390	ASST CF SC (CARDIOLOGY)	E16
E0391	ASST CF SC (CHEST DISEASE)	E16
E0540	ASST CF SC (DENTISTRY)	E16
E0392	ASST CF SC (NEUROLOGY)	E16
E0393	ASST CF SC (NEUROSURGERY)	E16
E0394	ASST CF SC (OPHTHAMOLOGY)	E16
E0395	ASST CF SC (ORTHOPED)	E16
E0396	ASST CF SC (OTOLARYNE)	E16
E0397	ASST CF SC (OUTPATIENT & EMPLY HLTH SVS)	E16
E0398	ASST CF SC (PED CARD)	E16
E0399	ASST CF SC (PHYSIO NEUROSURG)	E16
E0400	ASST CF SC (PSYCHIATRY)	E16
E0581	ASST CF SC (RADIOLOGY)	E16
E0401	ASST CF SC (UROLOGY)	E16



E0653	ASST CMR ENVIRONMENTAL PROJEC	E17
E0658	ASST CMR OF ENV FAC (ADMIN)	E16
E0659	ASST CMR OF ENV FAC (OPERATIONS)	E16
E0676	ASST CMR OF HLTH (ENV OP)	E16
E0675	ASST CMR OF HLTH (ENV QUA)	E16
E0666	ASST CMR OF HLTH (NHC)	E16
E0665	ASST CMR OF HLTH (NRSG SVS & CO)	E16
E0664	ASST CMR OF HLTH (PLAN & EVAL)	E16
E0686	ASST CMR OF HLTH (SVC CHLD DIS)	E16
E0684	ASST CMR OF PLANNING	E16
E0342	ASST CMR OF SOCIAL SERVICES	E15
E0660	ASST CMR OF SOLID WASTE	E16
E0649	ASST CMR-PROBATION	E15
E0126	ASST COOR-EMERGENCY MED SVS	E10
E0125	ASST COUNTY ATTORNEY	E13
E0585	ASST DIR COM & DEV PUB INFOR-WCMC	E13
E0403	ASST DIR DIV (ANESTHESIA)	E16
E0402	ASST DIR DIV (CARDIOPULMONARY)	E16
E0404	ASST DIR DIV (HEMATOLOGY)	E16
E0405	ASST DIR DIV (OB & GYN)	E16
E0406	ASST DIR DIV (PATHOLOGY)	E16
E0407	ASST DIR DIV (PM & R)	E16
E0408	ASST DIR DIV (RADIOLOGY)	E16
E0409	ASST DIR DIV (RENAL LAB)	E16
E0410	ASST DIR DIV (SURGERY)	E16
E0381	ASST DIR EMP SELECT & DEV	E12
E0473	ASST DIR INTERNAL AUDITING	E13
E0296	ASST DIR OF NURSING-RTI	E13
E0465	ASST DIR TELECOMMUNICATIONS	E14
E0131	ASST DIR -HOSPITAL	E15
E0321	ASST DIR-OFF EMPL & TR (JOB DEV)	E13
E0365	ASST DIR-OFF EMPL & TR (PLAN & EV)	E13
E0363	ASST DIR-OFF EMPL & TR (YOUTH)	E13
E0575	ASST DIR - PLAYLAND	E14
E0416	ASST MGR - DATA PROCESSING	E17
E0132	ASST PERSONNEL DIR-HOSPITAL	E14
E0133	ASST PERSONNEL DIR -SOCIAL SVCS	E12
E0134	ASST PERSONNEL OFFICER	E15
E0135	ASST TO BUDGET DIRECTOR	E13
E0411	ASST TO CHMN-BD OF LEGISLATURE	E16
E0527	ASST TO CHMN-BUDGET COMMITTEE	E15
E0314	ASST TO CMR OF HEALTH	E12
E0137	ASST TO CMR OF TRANSPORTATION	E12

E0339	ASST TO COUNTY ATTORNEY	E12
E0513	ASST TO COUNTY EXECUTIVE III	E15
E0138	ASST TO EXEC OFFR-CO EXECUTIVE	E14
E0571	ASST TO GENERAL MANAGER-PLAYLAND	E11
E0348	ASST TO PERSONNEL OFFICER	E13
E0517	ASST TO PURCHASING AGENT	E11
E0680	ASST TO THE COUNTY CLERK	E17
E0643	BUDGET & FINANCIAL ANAYST-BOL	E15
E0426	BUDGET ANALYST	E12
E0435	CF ADMIN-DISTRICT ATTORNEY	E16
E0681	CF DY CO CLK (ADMINISTRATION)	E15
E0679	CF DY CO CLK (LEGL & LAND RECORDS)	E15
E0530	CF OF LABS (CLINICAL CHEMISTRY)	E15
E0532	CF OF LABS (IMMUNOLOGY)	E15
E0597	CF OF LABS (MEDICAL GENETICS)	E15
E0531	CF OF LABS (MICROBIOLOGY)	E15
E0616	CF OF PLANNING RESEARCH & STAFF	E15
E0300	CF OF PSYCHIATRY (ADULT)	E17
E0301	CF OF PSYCHIATRY (CHILD PSYC)	E17
E0302	CF OF PSYCHIATRY (COR & REHAB)	E17
E0330	CF OF PUBLIC HEALTH LABS	E17
E0143	CF PHYSICIAN - CORRECTIONS	E18
E0307	CF PSYCHOLOGIST (CMHS)	E15
E0306	CF PSYCHOLOGIST (HOSPITAL)	E15
E0144	CF RESP THERAPIST	E14
E0146	CF SC (CHEST DISEASE)	E17
E0147	CF SC (CHRONIC DISEASE)	E17
E0587	CF SC (DENTAL)	E17
E0148	CF SC (ENDOCRINOLOGY)	E17
E0150	CF SC (MEDICINE)	E17
E0151	CF SC (NEUROLOGY)	E17
E0152	CF SC (OUTPATIENT & EMPLOYEE)	E17
E0153	CF SC (PEDIATRIC NEUROLOGY)	E17
E0154	CF SC (PEDIATRICS)	E17
E0299	CF SC (PHYSIOLOGIC -NEURO SURG)	E17
E0156	CF SC (RENAL DISEASE)	E17
E0157	CF SC (RHEUMATOLOGY)	E17
E0158	CF SC (WOMEN & YOUTH SVS)	E17
E0539	CF TRANS ANALYST - OPERATIONS	E13
E0523	CF-ENV LAB SRVCS	E15
E0524	CF-MICROBIOLOGICAL SERVICES	E15
E0347	CIVIL SRVICE CONSULTANT	E16
E0526	CO HISTORIAN	E10

E0344	CONSLT-EMSS GRANT	E15
E0162	CONTROLLER-HEALTH	E15
E0567	CONTROLLER-PLAYLAND	E14
E0488	CONTROLLER- SOCIAL SERVICES	E15
E0164	COOR EMPLOYEE REL & BENEFITS	E11
E0483	COOR OF LEGISLATIVE PROPOSALS	E13
E0196	DIR ACCOUNTING & CONTROL	E15
E0606	DIR ADM SERVICES-CORRECTIONS	E14
E0165	DIR ADM SERVICES -DA	E14
E0166	DIR ADM SERVICES -ENV FAC	E14
E0610	DIR ADM SERVICES -GS	E14
E0167	DIR ADM SERVICES -L&R	E14
E0169	DIR ADM SERVICES -PRC	E14
E0449	DIR ADM SERVICES -PROBATION	E12
E0168	DIR ADM SERVICES -PW	E14
E0170	DIR ADM SUPPORT SERVICES	E15
E0323	DIR ADMINISTRATION - CMHS	E15
E0197	DIR ADMINISTRATION - PERSONNEL	E14
E0626	DIR AIRPORT OPERATIONS	E15
E0355	DIR ALCOHOL & SUBSTANCE ABUSE	E16
E0533	DIR AUTOMATED INFO SYS -WCMC	E17
E0329	DIR BIOMEDICAL SERVICES	E15
E0550	DIR BUILDING SERVICES -WCMC	E16
E0350	DIR CLASSIFICATION/COMP	E14
E0225	DIR CO INFORMATION CENTER	E11
E0173	DIR COM HEALTH EDCT & INFO SYS	E12
E0174	DIR COM NUTRITION SERVICES	E14
E0357	DIR COM SVCS OP-CMH	E16
E0476	DIR COMM & DEVELOPMANT -WCMC	E16
E0592	DIR COMMITTEE SVCS-BD OF LEG	E15
E0176	DIR CONCESSIONS-PRC	E12
E0226	DIR CORRECTIONAL HEALTH SVCS	E14
E0356	DIR DEVELOPMENTAL DISABILITIES	E16
E0059	DIR DIV OF TUBERCULOSIS	E14
E0297	DIR EMPLOYEE ASSISTANCE PROGRAM	E14
E0349	DIR EMPLOYEE SELECTION & DEV	E14
E0199	DIR ENGINEERING -PUBLIC WORKS	E16
E0434	DIR ENVIRONMENTAL MGMT OPS	E15
E0190	DIR EXAMINATIONS	E14
E0576	DIR FINANCE -RTI	E16
E0706	DIR FISCAL OPERATIONS	E16
E0200	DIR FISCAL AFFAIRS - TRANSPORT	E14
E0593	DIR FOOD SERVICES	E14

E0543	DIR HOSPITAL FACILITIES MGMT	E16
E0328	DIR INTERNAL AUDITING	E15
E0518	DIR MAINTENANCE -ENVIRON FAC	E15
E0202	DIR MAINTENANCE - PRC	E14
E0203	DIR MANAGEMENT OPERATIONS	E14
E0354	DIR MENTAL HEALTH SERVICES	E16
E0317	DIR MENTAL HLTH & HOSP SERVICES	E18
E0553	DIR MENTAL RETARDATION INST	E15
E0193	DIR NATURAL RESOURCES PLANNING	E14
E0228	DIR NEIGHBORHOOD HLTH CENTER	E14
E0194	DIR NURSING HOME HEALTH SERVICES	E14
E0195	DIR NURSING PREVENTIVE HEALTH SERVICES	E14
E0204	DIR NURSING -RTI	E16
E0205	DIR OP -ENVIRONMENTAL HEALTH SERVICES	E14
E0207	DIR OP -GENERAL SERVICES	E15
E0544	DIR OP -PERSONAL HEALTH SERVICES	E15
E0208	DIR OP -PUBLIC WORKS	E15
E0206	DIR OP -SOLID WASTE	E16
E0212	DIR PARK FACILITIES - PRC	E14
E0213	DIR PARK PLANNING & PROPERTY	E12
E0369	DIR PASSENGER SERVICES	E14
E0552	DIR PATIENT CARE SERVICES	E15
E0596	DIR PEDIATRIC SERVICES -DDS	E15
E0413	DIR PERSONNEL MANAGEMENT SYSTEMS	E16
E0209	DIR PHARMACY SERVICES	E15
E0368	DIR PLANNING-TRANSPORTATION	E14
E0554	DIR PROFESSIONAL SERVICES -WCMC	E16
E0219	DIR PROG & SERVICES - PRC	E14
E0557	DIR PROG ANALYSIS -WCMC	E15
E0466	DIR PROG DEV I (COM SVC PROB)	E12
E0375	DIR PROG DEV I (CONTRACT DEV)	E12
E0482	DIR PROG DEV I (EMP ASST PROG)	E12
E0474	DIR PROG DEV I (JOB DEVEL)	E12
E0611	DIR PROG DEV II (COM RELATIONS)	E14
E0469	DIR PROG DEV II (COM SVCS OPS)	E14
E0579	DIR PROG DEV II (CONCESSIONS)	E14
E0631	DIR PROG DEV II (COR INDUST)	E14
E0608	DIR PROG DEV II (CORRECTIONS)	E14
E0683	DIR PROG DEV II (COUNTY CENTER)	E14
E0477	DIR PROG DEV II (ENVIRON FACIL)	E14
E0380	DIR PROG DEV II (GRAPHICS)	E14
E0685	DIR PROG DEV II (HEALTH ADM)	E14
E0677	DIR PROG DEV II (HOUS & PLANN)	E14

E0693	DIR PROG DEV II (INMATE PROG)	E14
E0694	DIR PROG DEV II (MANAGED CARE)	E14
E0670	DIR PROG DEV II (NATURALIST)	E14
E0695	DIR PROG DEV II (PERSONNEL -SS)	E14
E0668	DIR PROG DEV II (PLAN & RESEARCH)	E14
E0682	DIR PROG DEV II (PUBLIC WORKS (G O)	E14
E0442	DIR PROG DEV II (REAL PROP TAX)	E14
E0383	DIR PROG DEV II (SCHOOL PROGRAM)	E14
E0669	DIR PROG DEV II (SECURITY SVCS)	E14
E0620	DIR PROG DEV II (SPEC TRANS SVC)	E14
E0559	DIR PSYCHIATRIC INSTITUTE	E15
E0558	DIR PURCHASING - WCMC	E15
E0490	DIR RATE BUREAU	E13
E0220	DIR RESEARCH & ECON DEV-PLNG	E14
E0353	DIR RESEARCH & EVALUATION -CMH	E17
E0221	DIR RESEARCH & EVALUATION -HEALTH	E13
E0421	DIR RESOURCE MANAGEMENT	E14
E0569	DIR SALES/MARKETING PLAYLAND	E14
E0210	DIR SECURITY-MEDICAL CENTER	E12
E0551	DIR SOCIAL SERVICES - MRI	E13
E0223	DIR SOCIAL SERVICES - WCMC	E15
E0387	DIR SPECIAL SERVICES - PRC	E14
E0555	DIR SUPPORT SERVICES - WCMC	E16
E0595	DIR SURFACE TRANSP SVCS	E14
E0464	DIR TELECOMMUNICATIONS	E15
E0230	DIR TOX & FORENSIC SCIENCE SVCS	E17
E0341	DIR TRAFFIC ENGR & HIGHWAY SAFETY	E15
E0211	DIR TRANS FACILITIES -PW	E15
E0065	DIR VETERANS SERVICE AGENCY	E12
E0066	DIR WASTEWATER TREATMENT	E17
E0067	DIR WATER AGENCY	E16
E0061	DIR-OFF DISASTER EMERG SVCS	E14
E0333	DIR-OFF HOSP FINANCE ANA	E15
E0332	DIR-OFF HOSP REIMBURSEMENT	E15
E0331	DIR-OFF HOSP STATISTICAL ANA	E15
E0590	DIR-PASTORAL CARE	E12
E0624	DIV MANAGER PROBATION	E14
E0647	DY CLK CTY BD LEG-DY CH STAFF	E12
E0604	DY CO CLERK (LEGAL & LAND RECORDS)	E12
E0535	DY DIR-ODES	E13
E0098	DY DIR -PLANS & OPS-CMHS	E17
E0319	DY DIR EMPLOYMENT & TRAINING	E13
E0097	DY DIR FISCAL ADM - CMHS	E15

E0562	DY DIR NURSING - NRSG SRVCS	E15
E0560	DY DIR NURSING - NURSING EDCT	E15
E0561	DY DIR NURSING - RTI	E15
E0101	DY DIR-OFFICE CRIM JUSTICE PLAN	E14
E0443	DY DIRECTOR-YOUTH BUREAU	E13
E0247	DY PURCHASING AGENT	E13
E0252	EXEC ASST OFFICE MGT-CO EXEC	E14
E0254	EXECUTIVE HOUSEKEEPER	E12
E0255	EXECUTIVE HOUSEKEEPER -RTI	E10
E0340	FIRST DY DIR-OFC EMP & TRNG	E15
E0570	FISCAL ANALYST -PLAYLAND	E10
E0573	GENERAL MANAGER PLAYLAND	E14
E0591	GENERAL MGR-CO CENTER	E15
E0257	GENERAL SUPT-PLAYLAND	E13
E0316	GRANT PROCUREMENT CONSULTANT	E14
E0436	INSPECTOR-DISTRICT ATTORNEY	E99
E0441	INSPECTOR-PUBLIC SAFETY SERVICE	E13
E0259	JUNIOR ASST CO ATTORNEY	E11
E0601	LEGAL SPEC CONSTRUCTION LAW	E17
E0414	LEGISLATIVE COUNSEL	E17
E0512	LEGISLATIVE LIAISON	E15
E0261	MEDICAL DIRECTOR-EMSS PROJECT	E17
E0578	MEDICAL RECORDS ADMINISTRATOR	E15
E0613	MGMT ASST (CONTRACT DEV & MGMT)	E12
E0485	MGMT ASST (ENVIRONMENT FAC)	E12
E0262	MGMT ASST (GENERAL SERVICES)	E12
E0609	MGMT ASST (HEALTH PERSONNEL)	E12
E0599	MGMT ASST (INVESTIGATIONS)	E12
E0584	MGMT ASST (MINORITY RECRUITMENT)	E12
E0648	MGMT ASST (PRC PERSONNEL)	E12
E0674	MGMT ASST (PRC-BUDGET)	E12
E0652	MGMT ASST (PUBLIC REL-WCMC)	E12
E0633	MGMT ASST (SOCIAL SERVICES)	E12
E0501	MGR OF ACCOUNTING SERVICES	E15
E0078	MGR-DATA PROCESSING	E18
E0472	MGR-GENERAL ACCOUNTING FINCANCE	E13
E0623	MGR-PATIENT ACCOUNTS	E15
E0471	MGR-PAYROLL AND BENEFITS	E15
E0263	MGR-SPECIAL SERVICES & SUPPLY	E12
E0264	PATHOLOGIST - ASSOC MEDICAL EXAM	E99
E0265	PATHOLOGIST - ASST MEDICAL EXAM	E99
E0564	PERSONNEL ANALYST I	E10
E0563	PERSONNEL ANALYST II	E12

E0268	PERSONNEL DIR- MEDICAL CENTER	E15
E0267	PERSONNEL DIR- SOCIAL SERVICES	E15
E0568	PERSONNEL MANAGER - PLAYLAND	E13
E0493	PERSONNEL TECH (SP SPKG)	E10
E0269	PERSONNEL TECHNICIAN	E10
E0445	PHYS-NBR HEALTH CTR (INTERNAL MD)	E17
E0446	PHYS-NBR HEALTH CTR (MEDICINE)	E17
E0447	PHYS-NBR HEALTH CTR (OBSTERTRICS)	E17
E0468	PHYS-NBR HEALTH CTR (OPHTHOMOLOGY)	E17
E0417	PHYS-NBR HEALTH CTR (ORT)	E17
E0424	PHYS-NBR HEALTH CTR (PATHOLOGY)	E17
E0425	PHYS-NBR HEALTH CTR (PEDIATRIC)	E17
E0444	PHYS-NBR HEALTH CTR (RADIOLOGY)	E17
E0418	PHYS-NBR HEALTH CTR (SURGERY)	E17
E0419	PHYSICIAN EPSDT PROGRAM	E17
E0462	PROG COOR-COUNTY CLERK	E13
E0572	PROG COOR-SALES MARKETING	E13
E0636	PROG SPEC (LABOR RELATIONS)	E10
E0373	PROJ DIR-EMERGENCY MEDICAL SVC	E15
E0600	PROJ DIR-ENVIRONMENTAL FAC	E15
E0415	PSYCHIATRIST I	E17
E0359	PSYCHIATRIST II	E18
E0084	PURCHASING AGENT	E16
E0594	RECRUITMENT COORDINATOR	E10
E0271	RESEARCH ASSOCIATE -GEN SVS	E99
E0273	RESEARCH ASST -CO EXECUTIVE	E15
E0272	RESEARCH ASST-GEN SVS	E99
E0538	RISK MANAGEMENT ANALYST	E12
E0577	RISK MANAGER - WCMC	E14
E0276	SECY BD ACQUISITION & CONTRACT	E12
E0491	SND DY COUNTY CLERK (LEGAL)	E14
E0690	SND DY COUNTY CLERK (SYS TECH)	E14
E0437	SND DY COUNTY CLERK (LEGAL & LAND RCD)	E14
E0277	SPECIAL ASSIST CMR CORRECTIONS	E14
E0427	SR BUDGET ANALYST	E14
E0281	SR MANAGEMENT ANALYST	E12
E0282	SR PERSONNEL INVESTIGATOR	E12
E0283	SR PERSONNEL STAFF ASSIST	E10
E0284	SR PERSONNEL TECHNICIAN	E12
E0537	SR RISK MANAGEMENT ANALYST	E14
E0285	SUPT OF BUILDING AND GROUNDS	E12

# APPENDIX "B"

1996

<i>Group</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>E10</i>	\$37,915.00	\$40,235.00	\$42,540.00	\$44,850.00	\$47,155.00
<i>E11</i>	\$40,540.00	\$44,950.00	\$47,185.00	\$50,485.00	\$53,830.00
<i>E12</i>	\$45,030.00	\$48,780.00	\$52,540.00	\$56,285.00	\$60,025.00
<i>E13</i>	\$49,900.00	\$54,000.00	\$58,130.00	\$62,245.00	\$65,905.00
<i>E14</i>	\$55,230.00	\$59,790.00	\$64,190.00	\$68,090.00	\$72,020.00
<i>E15</i>	\$61,195.00	\$65,780.00	\$70,105.00	\$74,430.00	\$78,740.00
<i>E16</i>	\$66,770.00	\$71,575.00	\$76,360.00	\$81,145.00	\$85,915.00
<i>E17</i>	\$71,545.00	\$77,290.00	\$83,050.00	\$88,595.00	\$93,895.00
<i>E18</i>	\$77,895.00	\$84,395.00	\$90,530.00	\$96,415.00	\$102,125.00
<i>E19</i>	\$84,580.00	\$91,450.00	\$97,990.00	\$104,430.00	\$110,850.00



1997

<i>Group</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>E10</i>	\$38,295.00	\$40,635.00	\$42,965.00	\$45,300.00	\$47,625.00
<i>E11</i>	\$40,945.00	\$45,400.00	\$47,655.00	\$50,990.00	\$54,370.00
<i>E12</i>	\$45,480.00	\$49,270.00	\$53,065.00	\$56,850.00	\$60,625.00
<i>E13</i>	\$50,400.00	\$54,540.00	\$58,710.00	\$62,865.00	\$66,565.00
<i>E14</i>	\$55,780.00	\$60,390.00	\$64,830.00	\$68,770.00	\$72,740.00
<i>E15</i>	\$61,805.00	\$66,440.00	\$70,805.00	\$75,175.00	\$79,525.00
<i>E16</i>	\$67,440.00	\$72,290.00	\$77,125.00	\$81,955.00	\$86,775.00
<i>E17</i>	\$72,260.00	\$78,065.00	\$83,880.00	\$89,480.00	\$94,835.00
<i>E18</i>	\$78,675.00	\$85,240.00	\$91,435.00	\$97,380.00	\$103,145.00
<i>E19</i>	\$85,425.00	\$92,365.00	\$98,970.00	\$105,475.00	\$111,960.00

1998

<i>Group</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>E10</i>	\$39,635.00	\$42,055.00	\$44,470.00	\$46,885.00	\$49,290.00
<i>E11</i>	\$42,380.00	\$46,990.00	\$49,325.00	\$52,775.00	\$56,275.00
<i>E12</i>	\$47,070.00	\$50,995.00	\$54,920.00	\$58,840.00	\$62,745.00
<i>E13</i>	\$52,165.00	\$56,450.00	\$60,765.00	\$65,065.00	\$68,895.00
<i>E14</i>	\$57,730.00	\$62,505.00	\$67,100.00	\$71,175.00	\$75,285.00
<i>E15</i>	\$63,970.00	\$68,765.00	\$73,285.00	\$77,805.00	\$82,310.00
<i>E16</i>	\$69,800.00	\$74,820.00	\$79,825.00	\$84,825.00	\$89,810.00
<i>E17</i>	\$74,790.00	\$80,795.00	\$86,815.00	\$92,610.00	\$98,155.00
<i>E18</i>	\$81,430.00	\$88,225.00	\$94,635.00	\$100,790.00	\$106,755.00
<i>E19</i>	\$88,415.00	\$95,600.00	\$102,435.00	\$109,165.00	\$115,880.00

1999

<i>Group</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>E10</i>	\$41,020.00	\$43,525.00	\$46,025.00	\$48,525.00	\$51,015.00
<i>E11</i>	\$43,865.00	\$48,635.00	\$51,050.00	\$54,620.00	\$58,245.00
<i>E12</i>	\$48,715.00	\$52,780.00	\$56,840.00	\$60,900.00	\$64,940.00
<i>E13</i>	\$53,990.00	\$58,425.00	\$62,890.00	\$67,340.00	\$71,305.00
<i>E14</i>	\$59,750.00	\$64,695.00	\$69,450.00	\$73,665.00	\$77,920.00
<i>E15</i>	\$66,210.00	\$71,170.00	\$75,850.00	\$80,530.00	\$85,190.00
<i>E16</i>	\$72,245.00	\$77,440.00	\$82,620.00	\$87,795.00	\$92,955.00
<i>E17</i>	\$77,410.00	\$83,625.00	\$89,855.00	\$95,850.00	\$101,590.00
<i>E18</i>	\$84,280.00	\$91,315.00	\$97,945.00	\$104,320.00	\$110,490.00
<i>E19</i>	\$91,510.00	\$98,945.00	\$106,020.00	\$112,985.00	\$119,935.00

2000

<i><b>Group</b></i>	<i><b>1</b></i>	<i><b>2</b></i>	<i><b>3</b></i>	<i><b>4</b></i>	<i><b>5</b></i>
<i><b>E10</b></i>	\$42,455.00	\$45,050.00	\$47,635.00	\$50,225.00	\$52,800.00
<i><b>E11</b></i>	\$45,400.00	\$50,335.00	\$52,835.00	\$56,530.00	\$60,285.00
<i><b>E12</b></i>	\$50,420.00	\$54,625.00	\$58,830.00	\$63,030.00	\$67,215.00
<i><b>E13</b></i>	\$55,880.00	\$60,470.00	\$65,090.00	\$69,695.00	\$73,800.00
<i><b>E14</b></i>	\$61,840.00	\$66,960.00	\$71,880.00	\$76,245.00	\$80,645.00
<i><b>E15</b></i>	\$68,525.00	\$73,660.00	\$78,505.00	\$83,350.00	\$88,170.00
<i><b>E16</b></i>	\$74,775.00	\$80,150.00	\$85,510.00	\$90,870.00	\$96,210.00
<i><b>E17</b></i>	\$80,120.00	\$86,550.00	\$93,000.00	\$99,205.00	\$105,145.00
<i><b>E18</b></i>	\$87,230.00	\$94,510.00	\$101,375.00	\$107,970.00	\$114,355.00
<i><b>E19</b></i>	\$94,715.00	\$102,410.00	\$109,730.00	\$116,940.00	\$124,135.00

2001

<i>Group</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>E10</i>	\$43,940.00	\$46,625.00	\$49,300.00	\$51,985.00	\$54,650.00
<i>E11</i>	\$46,990.00	\$52,095.00	\$54,685.00	\$58,510.00	\$62,395.00
<i>E12</i>	\$52,185.00	\$56,535.00	\$60,890.00	\$65,235.00	\$69,570.00
<i>E13</i>	\$57,835.00	\$62,585.00	\$67,370.00	\$72,135.00	\$76,385.00
<i>E14</i>	\$64,005.00	\$69,305.00	\$74,395.00	\$78,915.00	\$83,470.00
<i>E15</i>	\$70,925.00	\$76,240.00	\$81,255.00	\$86,265.00	\$91,255.00
<i>E16</i>	\$77,390.00	\$82,955.00	\$88,505.00	\$94,050.00	\$99,575.00
<i>E17</i>	\$82,925.00	\$89,580.00	\$96,255.00	\$102,675.00	\$108,825.00
<i>E18</i>	\$90,285.00	\$97,820.00	\$104,925.00	\$111,750.00	\$118,355.00
<i>E19</i>	\$98,030.00	\$105,995.00	\$113,570.00	\$121,035.00	\$128,480.00

## **APPENDIX "C"**

### **MANAGERIAL LONG TERM DISABILITY PLAN**

#### **Synopsis**

1. The Managerial Long Term Disability Plan (LTD) is designed to provide income protection in the event you become unable to work due to illness or injury. This benefit program is available to all official and employees appointed to job titles covered by the Management and District Attorney Salary Plans.

The LTD, in combination with other benefit income such as retirement and Social Security benefits, provides partial continuation of your income during disability to ease financial burdens and help minimize changes in life-style.

#### **Exclusions**

General Exclusions: See Page 36

Pre-existing Condition Exclusion: See Page 37

#### **Limitations**

Mental illness, Alcohol or Drug Abuse limitations: See Page 37

### **PLAN OUTLINE**

#### **Participation**

All elected officials, annual salaried officials, and employees appointed to job titles covered by the Management and District Attorney Salary Plans and who are paid on an annual salary basis for at least 17-1/2 hours per week are eligible to participate in the LTD.

#### **LTD Benefits**

After the elimination period is met (minimum of 6 months), benefits are payable monthly at a rate of two-thirds of the covered employees regular annual salary, at the date of disability, payable up to the earlier of age sixty-five (65) (see next section) or death, exclusive of overtime, taxable fringe benefits, or other non-regular or non-permanent income sources. Payments may be directly deposited into an account of the covered individual's choice, providing the financial institution participates in the Federal Reserve System Automated Clearinghouse, for direct deposit purposes.

## **Disability At or After Age 60**

If you become disabled at or after age 60, you are eligible for LTD benefits according to the following chart:

<u>Age at onset of Disability</u>	<u>Maximum LTD Benefit Period</u>
Less than age 60	To age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and greater	12 months

Regardless of age, if you are a covered employee, at least 12 months of LTD benefits will be provided to you according to plan provisions.

## **Partial Disability Benefits**

After the elimination period is met (minimum of 6 months), and LTD benefits are paid for twenty four months, if a covered employee is determined to be partially disabled, benefits will be calculated in the same manner as LTD benefits except that such will be reduced by 70% of earnings thereby providing an income incentive to strive for improved health and a return to work.

## **Elimination Period**

LTD benefits are payable after six months of disability or the exhaustion of all full pay leave accruals, if later.

## **Cost of Coverage**

The LTD is entirely funded by your biweekly payroll deduction of \$5.00

## **Leave Without Pay (LWOP) Status**

If you are granted a leave without pay (LWOP), for one continuous year or less, you continue to be covered by the LTD. If you become disabled while on such LWOP, the waiting period for benefits

begins on the day following the date on which our LWOP was scheduled to expire. Benefits would then be payable after you satisfy the elimination period. If you are granted a LWOP for a period greater than one year, no LTD benefits will be payable if you become disabled at any time during that LWOP period.

## **ENROLLMENT**

An eligible official or employee becomes enrolled in the plan:

- A. Upon submission of the Employee Benefit enrollment form requesting the commencement of the applicable payroll deduction to the Westchester County Finance Department within one month of the announcement of the program.
- B. Upon submission of the Employee Benefit enrollment form requesting the commencement of the applicable payroll deduction to the Westchester County Finance Department within one month of appointment to a job title covered by the Management or District Attorney Salary Plans.
- C. After a three month waiting period, if the completion and submission of the Employee Benefit enrollment form requesting commencement of this payroll deduction, is not made within one month as described in A. or B. above.

A medical examination is not required for enrollment purposes.

## **DISABILITY**

### **Definition of Disability**

Under the Long Term Disability Plan, you will be considered disabled if:

- during the first twenty four months of a period of incapacity you are unable to fully perform your own job.
- thereafter and continuously during the same period of incapacity you cannot work at any gainful occupation.

After twenty four months of incapacity which prevents you from fully performing your own job, and it is subsequently determined that you can work at a gainful occupation for which you are or may reasonably become suited by education, training, or experience, you will be defined as partially disabled. (See page 56)



## **Conditions**

You will receive a monthly benefit after the end of the elimination period when we receive proof that you are disabled due to sickness or injury.

You will be paid as long as you remain disabled and require the regular attendance of a physician. We will not pay any longer than the maximum benefit period shown in the plan outline. In addition, you must give us proof of these facts, at your own expense, when we ask for it.

## **Employment Status During Period of Disability**

The LTD provides benefits for up to the maximum benefit period as long as you remain disabled, whether or not your employment terminates during the disability period. Once you are no longer disabled, benefits cease regardless of your employment status or the availability of employment.

## **Eligibility For Other Disability Benefits**

Participation in the LTD does not affect your eligibility for Social Security, Workers' Compensation, or retirement benefits, but benefits received from these sources are used to offset (reduce) LTD benefits under the conditions of the Plan.

## **Offsets**

LTD benefits are reduced (offset) by the following:

- Any leave accruals which result in payments less than the calculated LTD benefit.
- Any disability income benefits paid for your time lost from work under a Workers' Compensation or similar program, unless such benefits have been used to offset any benefits paid under a retirement system.
- Seventy percent of any income earned if determined to be partially disabled.
- Any retirement benefit paid by a public retirement system of New York State, including political subdivisions, or an optional retirement program excluding any such benefit received by a retired person who is re-employed under Sections 211 or 212 of the Retirement and Social Security Law, other than those benefits provided by a tax deferred annuity program.
- Social Security benefits (100%) to the extent that such benefits have not been used to offset any benefits paid under a retirement system.

- N.Y.S. No-Fault Automobile Insurance Coverage - Any disability benefits received by a covered individual under the provisions of the N.Y.S. No-Fault Automobile Insurance Law shall be used as an offset to the benefits payments made under this program.
- Any loss of income payment or reimbursement received from any legal liability recovery from a third party.

### **Social Security Benefits**

You are not required to apply for Social Security benefits, however, if you do not apply, the amount of your LTD benefits will be offset by the amount of Social Security benefits the County estimates you would have received had you applied. Social Security benefits that are payable to you because of your disability offset your LTD benefits.

Employees who have applied for Social Security benefits but who are awaiting a determination, can receive LTD benefits in full by submitting evidence of application and by completing a reimbursement agreement that permits the County to recover appropriate Social Security payments retroactively. If you do not satisfy these two requirements, the County will estimate a Social Security award and use this amount to offset your LTD benefit. Appropriate adjustments would be made retroactively once the Social Security Administration has made a final determination.

### **Denial of Social Security Benefits**

If you are denied Social Security benefits, you can appeal the denial. The County will help you in obtaining legal assistance in addition to making available to the Social Security Administration, medical information supporting your appeal.

### **Social Security Increases**

The amount of Social Security benefits initially paid are used to offset LTD benefits. Subsequent cost of living increases granted by the Social Security Administration will also increase the amount offset.

### **New York State Employees' Retirement System (ERS) Benefits**

If you take a service or disability retirement, your retirement allowance will be used to offset your LTD benefits.

If you choose to retire, you have several options. The zero option pays the highest monthly amount, but does not continue if you die. There are other options that provide lower monthly

benefits but that continue to be payable to dependents if you die. The LTD offset is based on the actual retirement option you choose.

Even though the LTD does not require you to retire, there are filing restrictions and other retirement incentives that may compel or require you to apply early on for your retirement allowance. For example, if an employee is terminated and dies more than one year after the date of termination, no death benefit is payable. If the employee had retired, a retirement option could have been chosen that would continue benefit payments to dependents in the event of death. Therefore, to protect dependents, meet filing restrictions and gain retiree status for group insurance purposes, it may be in your best interest to file for retirement promptly. You should contact the Employee's Retirement System directly if you need any information about your retirement benefits. If you are a member of a different retirement system or an optional retirement plan, contact that system or plan for retirement information.

### **Private Disability Policies**

Benefits received from your private disability policy are not used to offset LTD benefits. LTD benefits will be paid regardless of such coverage or the benefits provided thereunder. Contact your personal insurance agent or insurer for information about the provisions of your private policy.

### **Your Coverage Ceases**

- If your regular work schedule drops below 17-1/2 hours per week.
- If you are no longer paid on an annual salaried basis.
- If you are granted a leave without pay (LWOP) for any reason that exceeds one year.
- If you are no longer in a title covered by the Management or District Attorney Salary Plans.
- If notice is given to stop the biweekly payroll deduction.

These limitations do not effect any benefits payable to you if you become disabled prior to the termination of your coverage LTD benefits are payable for the duration of such an incidence of disability.

If you are no longer in a managerial position, your LTD coverage ceases. If you later return to a managerial position, you may again enroll in the LTD.

## **Waiver of Premium**

The payroll deduction required of all managerial employees enrolled for Long Term Disability coverage will be waived when the employee leaves the County payroll and the disability benefit payment commences.

## **RECURRENT DISABILITY**

If you become disabled, receive LTD benefits, and then return to work, you do not have to satisfy a new elimination period if you are disabled by the same condition within a period of less than 90 days of your return to work.

You receive benefits as if the disability had been continuous picking up right where you left off. If the disability recurs 90 days or more after the date of your return to work or if the subsequent disability results from a different condition, benefits begin following a new elimination period.

## **GENERAL EXCLUSIONS**

Not covered are disabilities that result from or are caused by active participation in a riot or rioting (unless resulting in connection with your performing the duties of your position), war or warlike action in time of peace, intentionally self-inflicted injury in order to secure a benefit, or disabilities incurred while committing, assisting or trying to commit a felony.

## **PRE-EXISTING CONDITION EXCLUSION**

Eligible officials and employees who enroll in the long term disability program by (initial enrollment) are not subject to any pre-existing condition limitation.

Individuals who are appointed to a management position (after initial enrollment) and who enroll in the program within thirty days of their appointment will not be subject to any pre-existing condition limitation.

Eligible officials and employees who do not enroll in the long term disability program at the inception of the program or within thirty days of their initial appointment to a management position may subsequently enroll in the program subject to the following preexisting condition limitations.

- Any sickness or injury for which you consulted a doctor or took prescribed medications and for which you were out of work in the twelve months preceding your enrollment will be deemed a pre-existing condition.

- Long term disability benefits are not payable for disabilities that result from a pre-existing condition and that commence during the first twelve months of program participation for the duration of that incidence of disability.
- If the first twelve months of program participation have passed without the onset of a disability, all pre-existing condition limitations are removed.
- If a disability occurs during the first twelve months that is not due to a pre-existing condition, all pre-existing conditions limitations are removed once the first twelve months pass.
- New period of disability that result from a pre-existing condition and occur after the first twelve months are covered fully under LTD.

### **MENTAL ILLNESS, ALCOHOL OR DRUG ABUSE LIMITATION**

Benefits for disability due to mental illness, alcohol or drug abuse will not exceed 24 months of monthly benefit payments unless you meet one of these situations.

1. You are in a hospital or institution at the end of the 24 month period. We will pay the monthly benefit during the confinement.
  - You are still totally disabled when discharged we will pay the monthly benefit for a recovery period of up to 90 days.
  - If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.
2. You continue to be totally disabled and become confined:
  - a. after the 24 month period; and
  - b. for at least 14 days in a row.

You will be paid the monthly benefit during the confinement.

You will not be paid the monthly benefit beyond the maximum benefit period.

**"Hospital or institution"** means facilities licensed to provide care and treatment for the condition causing your disability.

**"Mental illness"** means mental, nervous, or emotional diseases or disorder of any type.

## **FILING A CLAIM**

To receive benefits under the program, an individual authorized to act on his/her behalf must submit a written notice of claim with the Employee Benefit Section of the Finance Department within thirty days of the occurrence or commencement of total disability. If that is not possible, you must notify them as soon as you can. Additional documentation may be required by the Plan Administrator to determine the extent, cause and eligibility for the Long Term Disability Benefit. The County, at its own expense, shall have the right and opportunity to conduct a physical examination of the covered individual when and as often as it may reasonably require to both qualify and continue the payment of benefits.

A covered employee shall provide or cause to be provided such information available to the employee as may be requested by the County, and/or the Plan Administrator including but not limited to information requested in connection with the review of any claim made, the determination of benefits, the evaluation of the person's condition both during the claim stage or during receipt of benefits and on any other matter deemed necessary for the proper administration of the program, and the covered employee shall otherwise fully cooperate with the County and its authorized representatives in the administration of the program.

## **GENERAL INFORMATION**

### **Effective Date of Program**

The effective date of this program is January 1, 1988. Any disabilities which began before that date will not be eligible for consideration for benefits under this program.

### **Increases in Benefit**

An employee's monthly benefit will be increased periodically in a percentage equal to adjustments which are made to the Management and District Attorney Salary Plans. Benefits will not be increased in consideration of title reallocation, position reclassification or salary increments subsequent to the date of disability.

### **Managerial Death Benefit**

Eligible Long Term Disability plan participants who also enrolled in the Managerial death Benefit Plan will be maintained in this plan which provides a designated beneficiary an amount equal to annual salary as determined at date of disability and subsequently adjusted thereafter, or \$50,000.00, whichever is less.

**Health and Dental Benefit**

The health, dental, and vision benefit program provided for the employee and his eligible dependents while under active employment status shall be continued as if the disabled employee was continued in an active employee status.

**Deferred Compensation Program**

LTD Benefits are based upon your gross salary before any reductions for deferred compensation are made.

**Retirement Service Credit**

Retirement service credit is not granted or reported after the employee leaves the County payroll and is on the disability benefit.

**Conversion Privileges**

The Plan does not provide for conversion to a private disability insurance policy if your LTD coverage terminates.

**Termination or Change**

This program, its cost, and the rules and provisions thereof, shall be subject to termination or change without notice, but any such termination or change shall not affect any benefits already granted.

## **APPENDIX "D"**

### **MANAGERIAL DEATH BENEFIT PLAN**

The Managerial Death Benefit Plan will pay a benefit to an eligible individual's designee in case of death from any cause, at any time, or place. Frequently an individual has a variety of insurance policies, Social Security or retirement system death benefits that will eventually be paid to one's spouse or other beneficiary after death. The time typically involved before such benefits are actually received can create financial difficulties.

The Managerial Death Benefit Plan will generate a check to the beneficiary biweekly in an amount equal to the deceased employee's gross paycheck and such payments will continue every two weeks until an amount equal to the employee's annual salary or \$50,000.00 (whichever is less) has been paid.

If your spouse or beneficiary dies before receiving all of these payments, another beneficiary may be designated to receive the remaining payments.

Your eligibility for this benefit commences as soon as a completed enrollment form, including the designation of a beneficiary is received by the Westchester County Finance Department Employee Benefits Unit.<sup>1</sup> Copies of this form are available from the Employee Benefits Unit of the Finance Department. You may name anyone you wish as your beneficiary and change this designation at any time.

#### **Your Coverage Ceases:**

- If you are no longer employed in a title covered by the Management or District Attorney salary Plan.
- If your regular work schedule drops below 17-1/2 hours per week.
- If you are granted a leave without pay (LWOP) for any reason that exceeds one year.

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<sup>1</sup> The Board of Legislators approved this plan retroactive to January 1, 1988. Managerial employees who have died in the intervening period shall be deemed to be enrolled and an appropriate lump sum payment shall be made to their estates.



If you are separated from the county payroll for any reason, including retirement, except for eligible Long Term Disability Benefit program claimants.

#### **Coverage During Periods of Disability**

If you become disabled while employed, coverage under the Managerial death Benefit Plan will remain in effect as long as you are eligible for LTD benefits as a participant in that benefit program regardless of your actual payroll status. Managerial Death Benefit Plan coverage will continue even if you elect to retire while still eligible for LTD benefits.

#### **Termination or Change**

This program and the rules and provisions thereof, shall be subject to termination or change without notice, but any such termination or change shall not affect any benefits already granted.

## **APPENDIX "E"**

### **AFFIRMATION OF NO-STRIKE**

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees Fair Employment Act", I, Bernard Doyle, President Local 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, do hereby affirm on behalf of Local 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

The above affirmation is given for the purpose of establishing Local 456, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, as the sole and exclusive bargaining agent for all employees of the County of Westchester as defined in Appendix "A".

BERNARD DOYLE, President

Agreement between the County of Westchester and Teamsters Local 456  
for the period of January 1, 2002 through December 31, 2005

All items in the prior contract should remain in effect except for the following:

**A- Compensation**

- A. Effective January 1, 2002, each step of the salary schedule shall reflect a two (2%) increase.
- B. Effective January 1, 2003, each step of the salary schedule shall reflect a two (2%) increase.
- C. Effective January 1, 2004, each step of the salary schedule shall reflect a two (2%) increase.
- D. Effective July 1, 2004, each step of the salary schedule shall reflect a two (2%) increase.
- E. Effective January 1, 2005, each step of the salary schedule shall reflect a two (2%) increase.
- F. Effective July 1, 2005, each step of the salary schedule shall reflect a two (2%) increase.

In order to be eligible for retroactive payments, employees must be on the payroll as of the date of ratification by the union.

**B. Longevity**

Effective 1/1/04

After 5 years - 1,475  
After 10 years - 1,650  
After 15 years - 1,750  
After 20 years - 1,925  
After 25 years - 2,000

Effective 7/1/05

After 5 years - 1,725  
After 10 years - 1,900  
After 15 years - 2,000  
After 20 years - 2,500  
After 25 years - 2,900

To receive retroactive payments, an employee must be on the payroll as of the date of ratification by the Union.

**C. Out-of-Title Guarantee**

1) Third (3<sup>rd</sup>) line – change “fifteen (15)” to read “10 (10).”

This change shall be effective upon ratification of this agreement by both parties.

**D. Holidays**

Effective January 1, 2005 Delete Lincoln's Birthday, add day after Thanksgiving.

**E. Family Sick Leave**

Include domestic partner language as administered by the State of New York.

**F. Bereavement**

To be same as CSEA.

**G. Health Insurance effective on the date of Approval by BOL**

The following co-pay amounts shall apply:

**Drug Prescription Plan:**

\$5.00 generic, \$10 brand name, \$25 non-favored brand name

All 90 day mail order prescriptions shall be subject to one co-payment. All pharmacy co-payments are subject to one co-payment for each 30 day supply.

**PPO co-payments - \$15.00**

**Effective July 1, 2005- \$16.00**

**Mandatory Generic Drugs**

When a drug is available and an employee purchases a brand name drug, the employee shall be responsible for the generic co-pay and the difference in price between the generic and the brand name drug.

However, if the employee's doctor determines that because of a medical necessity, a brand name drug must be prescribed when

there is a generic equivalent available, said doctor must contact the designated representative of POMCO for approval.

If the approval is granted, then the employee shall only pay the brand name co-payment.

Notwithstanding the foregoing, the County will consider the following drugs for mandatory generic exemption whereby approval is not needed with a final determination to be made by POMCO:

1. Coumadin
2. Dilantin
3. Lanoxin
4. Levothroid
5. Mysoline
6. Premarin
7. Synthroid
8. Tegretol
9. Slobid

### **Physical Therapy and Chiropractic**

All Chiropractic and/or physical therapy sessions shall be limited to 31 visits per year.

### **Deductibles**

The following deductibles shall apply:

Individual - \$300.00

Family - \$900.00

Out of Pocket Maximum - \$1,500.00

All out of network providers shall be subject to the usual and customary limitations currently in effect for all participating network providers.

Emergency Room Co-Payment - \$35.00  
(If admitted co-payment is waived)

Physical Therapy Co-Payment - \$15.00

H. Civil Service Examination

Effective date of ratification, all Employees who participate in Civil service promotional examinations shall be charged a fee of \$15.00 with a maximum of two (2) promotional examinations for each \$15.00 payment on the same test date.

 \_\_\_\_\_ DATE 3/9/05

For the County

\_\_\_\_\_ DATE \_\_\_\_\_  
For Teamsters Local 456

Effective on the day after the approval by the Board of Legislators the following titles shall be removed from Teamster Coverage.

- Asst to County Exec III
- Research Asst-Co Executive
- Dir. Co Information Center
- Sr. Budget Analyst
- Budget Analyst
- Dir-Fiscal Operations
- Purchasing Agent
- Dir Telecommunications
- Dir-Adm SVS (Mgmt OP)
- Secretary to Board of Acquisition and Contract

Effective on the day after the approval by the Board of Legislators the following titles shall be added to Teamster Coverage.

- Payroll Manger
- Benefits Manager

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF  
WESTCHESTER AND THE BROTHERHOOD OF TEAMSTERS LOCAL 456  
FOR THE TERM JANUARY 1, 2006 THROUGH DECEMBER 31, 2008**

1. This Agreement is subject to ratification by the Union and approval by the County Board as to financial terms and conditions.
2. **Wages:**           Effective January 1, 2006, increase 3% across the board  
  
                              Effective January 1, 2007, increase 3% across the board  
  
                              Effective January 1, 2008, increase 3% across the Board

Employees who are on the payroll on December 9, 2008 or who retired during the term of the Agreement will receive retroactive payment

3. <b>Longevity:</b>	<u>Effective 1/1/06</u>	<u>Effective 1/1/07</u>
5 years	\$1975.00	\$2225.00
10 years	\$2175.00	\$2425.00
15 years	\$2475.00	\$2725.00
20 years	\$3225.00	\$3725.00
25 years	\$4375.00	\$5125.00

Employees who are on the payroll on December 9, 2008 or who retired during the term of the Agreement will receive retroactive payment.

4.    **Health Insurance:**

Health Risk Assessment Survey: All employees and their covered spouses are required to fill out A Health Risk Assessment Survey, no more than once a year, in its entirety. Existing employees and covered spouses must fill out the survey by March 15, 2009. New employees and covered spouses have thirty (30) days from hire to complete the Health Risk Assessment Survey.

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 suggestions of the coach. Having heard out the coach, the employee and spouse shall be considered in compliance with the program.



If the employee or covered spouse choose not to complete the survey by the deadline, or hear out the suggestions of an initial health coaching call if the employee or covered spouse is identified as someone who could benefit from the program, the employee will be required to contribute twenty percent (20%) of the cost of the plan they are in through bi-weekly payroll deductions for three (3) months, starting the month after their lack of compliance, even if the employee and covered spouse come into compliance within the first three months. After the first three months, the employee will continue to be required to contribute twenty percent (20%) of the cost of the plan until the employee and covered spouse come into compliance. The payroll deductions will cease the month immediately following completion.

Working Spouse Rule:

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 the 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.

This provision applies to all employees hired after December 30, 2008.

Drug Co-Pay: (for thirty (30) day retail supply)

	<u>Present</u>	<u>12/30/2008</u>
Generic	\$5.00	0
Brand	\$10.00	\$20.00
Non-Preferred Brand	\$25.00	\$40.00

Effective December 30, 2008, all ninety (90) day mail order prescriptions shall be subject to two (2) co-pays.

Effective December 30, 2008, a fifty dollar (\$50.00) co-pay shall be charged for allergy and proton pump inhibitor medications that are available in an over-the-counter alternative.

Mail Order:

Effective December 30, 2008 – employees must use mail order for third re-fill and thereafter for any maintenance prescriptions

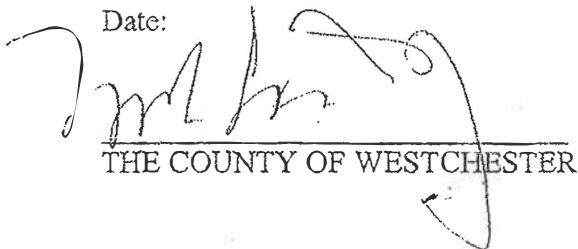
5. **Sick Leave Buyout:**

Effective as of the date this Agreement is approved by the Board of Legislators, the maximum payout for sick leave shall be increased from one hundred twenty five days to one hundred fifty days

6. The Union agrees to withdraw any objection to the County's policies or practices regarding reimbursement for fringe benefit of use of county vehicle as set forth in its November 19, 2008 letter to the Deputy County Executive. The Union agrees that it will not challenge this policy and/or practice in any forum.

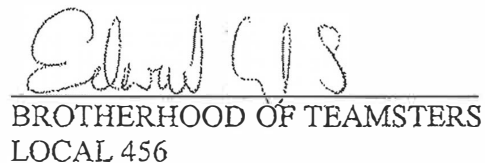
7. Effective December 31, 2008 the title Manager-Financial Analysis shall be removed from the Bargaining Unit.

Date:



THE COUNTY OF WESTCHESTER

Date:



BROTHERHOOD OF TEAMSTERS  
LOCAL 456

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 Local 456, International Brotherhood of Teamsters ("Teamsters") on a seven (7) year contract commencing on January 1, 2009 and ending on December 31, 2015 ("Memorandum of Agreement" or "Agreement"). In compliance with the Fair Employment Act (Taylor Law) those provisions of the Agreement that require legislative action are outlined below.

Compensation:

Article IV, Section 4 of the Collective Bargaining Agreement shall be amended to provide the following:

- h. Effective January 1, 2009, each step of the salary schedule in effect on December 31, 2008 shall be increased by three percent (3.0%);
- i. Effective January 1, 2010, each step of the salary schedule in effect on December 31, 2009 shall be increased by three percent (3.0%);
- j. Effective January 1, 2011, each step of the salary schedule in effect on December 31, 2010 shall be increased by three and one quarter percent (3.25%);
- k. Effective January 1, 2012, each step of the salary schedule in effect on December 31, 2011 shall remain unchanged (0%);
- l. Effective January 1, 2013, each step of the salary schedule in effect on December 31, 2012 shall remain unchanged (0%);
- m. Effective January 1, 2014, each step of the salary schedule in effect on December 31, 2013 shall remain unchanged (0%);
- n. Effective January 1, 2015, each step of the salary schedule in effect on December 31, 2014 shall be increased by two and three quarter percent (2.75%).

Retroactivity:

The wage increases set forth above shall be payable to all bargaining unit members who are on

the County's payroll on the date of execution of the Agreement or who retired from the County's employ during the term of the Agreement. Non-bargaining unit employees who were promoted out of the unit since December 31, 2008 shall also receive the increases and retroactive payments for the period of time they were bargaining unit members prior to their promotion.

#### Health Insurance:

Article X, Section 1 of the Collective Bargaining Agreement shall be amended to provide the following:

a. Effective July 1, 2012, all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement shall contribute ten percent (10%) of the cost of the premium or premium equivalent for their health insurance. Contributions shall be based upon a percentage of the premium or premium equivalent for the County's primary plan which is a self insured plan currently administered by POMCO. Employees who elect other health insurance options shall continue to remain responsible for any additional costs attributable to participation in other plans which may be offered by the County. Effective January 1, 2015 all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement shall contribute twelve and one-half percent (12.5%) of the cost of the premium or premium equivalent for their health insurance.

b. Effective on the date of ratification of the Memorandum of Agreement, all employees hired after the date of ratification of the Memorandum of Agreement, and all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement shall contribute twenty percent (20%) of the cost of the premium for their health insurance.

c. Effective July 1, 2012, the following changes shall be made to the County's health insurance plan:

i. Co-Payment Increase - PPO. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement, the applicable PPO co-payment shall increase from \$16.00 to \$20.00. For all employees hired after the date of ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement, the applicable PPO co-payment shall be \$30.00.

ii. Co-Payment Increase - ER. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the

Memorandum of Agreement, the applicable Emergency Room co-payment shall increase from \$35.00 to \$45.00. For all employees hired after the date of ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement, the applicable Emergency Room co-payment shall be \$60.00.

iii. Co-Payment Increase - Prescription Drugs. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement, the co-payment for prescription drugs shall be \$0.00 for generic drugs, \$20 for brand name drugs, and \$40.00 for non-preferred brand name drugs. For all employees hired after the date of ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement, the co-payment for prescription drugs shall be \$5.00 for generic drugs, \$30.00 for brand name drugs, and \$60.00 for non-preferred brand name drugs.

iv. Effective July 1, 2012, all employees must order all drugs used on a continuing or regular basis, *e.g.*, maintenance drugs, by mail starting with the third refill and each refill thereafter.

v. Preferred Drug Step Therapy Program (PDST). Effective upon ratification of the Memorandum of Agreement, there shall be a preferred drug step therapy program ("PDST"). The PDST shall be voluntary for all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement. The PDST shall be mandatory for all employees hired after the ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement.

vi. Effective upon ratification of the Agreement, there shall be a health insurance committee established to discuss and make recommendations to the County and Union on implementation of a health reimbursement account (HRA) and or health savings account (HAS). The Committee shall submit its recommendation to the County and Union by December 31, 2012. The Committee shall be comprised of six individuals, with three members appointed by the County Executive and three members appointed by the Union. The Committee shall have no authority to implement changes. Participation in any HRA or HAS program which may be established shall be voluntary.

#### Provisions of Existing Agreement:

All provisions of the prior Agreement for the term of January 1, 2006 through December 31, 2008 shall continue in full force and effect unless altered by the provisions contained in this legislation with respect to the term commencing on January 1, 2009 and ending on December 31,

2015.

Your Committee has carefully considered the subject matter, the Agreement, and the attached act and recommends approval of the Agreement.

Dated: White Plains, New York

MAY ~~April~~ 29, 2012

*P. Hall*

*William H. Miller*  
*Judith H. Myers*

*Judith H. Myers*  
*P. Hall*

*William H. Miller*  
*Judith H. Myers*

cc:fa

COMMITTEE ON

GOV'T OPERATIONS

BUDGET + APPROPRIATIONS

## MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the County of Westchester (the "County") and the International Brotherhood of Teamsters, Local 456, (the "Union" or "IBT, Local 456") dated this \_\_\_ day of April, 2012.

WHEREAS, the County and Union are parties to a collective bargaining agreement which expired December 31, 2008; and

WHEREAS, authorized representatives for the County and Union met in good faith to negotiate a successor agreement; and

WHEREAS, the parties have reached a tentative agreement, which is subject to ratification by the membership of the Union and by the Westchester County Board of Legislators; it is stipulated and agreed as follows:

1. All proposals not addressed by this Memorandum of Agreement are withdrawn.
2. All provisions of the collective bargaining agreement which expired on December 31, 2008 shall be incorporated into a successor agreement except as modified by this Memorandum of Agreement.
3. Wages.

The following wage increases shall be payable to all bargaining unit members who are on the County's payroll on the date of execution of this agreement or who retired from the County's employ during the term of this agreement. Non bargaining unit

employees who were promoted out of the unit since December 31, 2008 shall also receive the increases and retroactive payments for the period of time they were bargaining unit members prior to their promotion.

a. Effective January 1, 2009, each step of the salary schedule in effect on December 31, 2008 shall be increased by three percent (3.0%);

b. Effective January 1, 2010, each step of the salary schedule in effect on December 31, 2009 shall be increased by three percent (3.0%);

c. Effective January 1, 2011, each step of the salary schedule in effect on December 31, 2010 shall be increased by three and one quarter percent (3.25%);

d. Effective January 1, 2012, each step of the salary schedule in effect on December 31, 2011 shall remain unchanged (0%);

e. Effective January 1, 2013, each step of the salary schedule in effect on December 31, 2012 shall remain unchanged (0%);

f. Effective January 1, 2014, each step of the salary schedule in effect on December 31, 2013 shall remain unchanged (0%);

g. Effective January 1, 2015, each step of the salary schedule in effect on December 31, 2014 shall be increased by two and three quarter percent (2.75%).



4. Health Insurance.

a. Effective July 1, 2012, all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of this Memorandum of Agreement shall contribute ten percent (10%) of the cost of the premium or premium equivalent for their health insurance. Contributions shall be based upon a percentage of the premium or premium equivalent for the County's primary plan which is a self insured plan currently administered by POMCO. Employees who elect other health insurance options shall continue to remain responsible for any additional costs attributable to participation in other plans which may be offered by the County. Effective January 1, 2015 all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of this Memorandum of Agreement shall contribute twelve and one-half percent (12.5%) of the cost of the premium or premium equivalent for their health insurance.

b. Effective on the date of ratification of this Memorandum of Agreement, all employees hired after the date of ratification of this Memorandum of Agreement, and all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of this Memorandum of Agreement shall contribute twenty percent (20%) of the cost of the premium for their health insurance.

c. Effective July 1, 2012, the following changes shall be made to the County's health insurance plan:

1. Co-Payment Increase - PPO. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of this Memorandum of Agreement, the applicable PPO co-payment shall increase from \$16.00

to \$20.00. For all employees hired after the date of ratification of this Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of this Memorandum of Agreement, the applicable PPO co-payment shall be \$30.00.

ii. Co-Payment Increase – ER. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of this Memorandum of Agreement, the applicable Emergency Room co-payment shall increase from \$35.00 to \$45.00. For all employees hired after the date of ratification of this Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of this Memorandum of Agreement, the applicable Emergency Room co-payment shall be \$60.00.

iii. Co-Payment Increase – Prescription Drugs. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of this Memorandum of Agreement, the co-payment for prescription drugs shall be \$0.00 for generic drugs, \$20 for brand name drugs, and \$40.00 for non-preferred brand name drugs. For all employees hired after the date of ratification of this Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of this Memorandum of Agreement, the co-payment for prescription drugs shall be \$5.00 for generic drugs, \$30.00 for brand name drugs, and \$60.00 for non-preferred brand name drugs.

Effective July 1, 2012, all employees must order all drugs used on a continuing or regular basis, e.g., maintenance drugs, by mail starting with the third refill and each refill thereafter.

iv. Preferred Drug Step Therapy Program (PDST): Effective upon ratification of this Memorandum of Agreement, there shall be a preferred drug step therapy program ("PDST"). The PDST shall be voluntary for all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of this Memorandum of Agreement. The PDST shall be mandatory for all employees hired after the ratification of this Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of this Memorandum of Agreement.

v. Effective upon ratification of this agreement, there shall be a health insurance committee established to discuss and make recommendations to the County and Union on implementation of a health reimbursement account (HRA) and or health savings account (HSA). The Committee shall submit its recommendation to the County and Union by December 31, 2012. The Committee shall be comprised of six individuals, with three members appointed by the County Executive and three members appointed by the Union. The Committee shall have no authority to implement changes. Participation in any HRA or HSA program which may be established shall be voluntary.

5. Duration: Modify to provide that the agreement shall be effective from January 1, 2009 through December 31, 2015.

For the County

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the Union

Edward W. S.

Robert Long

Terence D. B.

Ed A. Carr

# FISCAL IMPACT STATEMENT

SUBJECT: TEAMSTER CONTRACT 2009-15

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☒ SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost \$ 1,472k (Gen. Fund) & \$110k (DEF)

Total Current Year Revenue \$ 152k (State & Fed Aid) & \$144k (Health)

Source of Funds (check one): ☒ Current Appropriations

☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: Expense: Personal Service Accounts & Prior Year (2009-11) Reserves

Revenue: State Aid, Federal Aid, & Health Direct Payments

Potential Related Operating Budget Expenses: Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Potential Related Revenues: Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Next Four years: \_\_\_\_\_

2013: Net Costs of \$954k (Gen. Fund) & \$77k (DEF)

2014: Net Costs of \$941k (Gen. Fund) & \$76k (DEF)

2015: Net Costs of \$1,283k (Gen. Fund) & \$103k (DEF)

Prepared by: Gideon Grande

Reviewed By: \_\_\_\_\_

Title: Public Admin Intern

Budget Director

Department: Budget

If you need more space, please attach additional sheets.

ACT NO. 62 - 2012

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 Local 456, International Brotherhood of Teamsters for the seven (7) year period commencing January 1, 2009 and ending December 31, 2015.

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

Section 1. Duration: The Collective Bargaining Agreement for those employees of Westchester County represented by the Local 456, International Brotherhood of Teamsters shall commence on January 1, 2009 and end on December 31, 2015.

Section 2. Compensation: Article IV, Section 4 of the Collective Bargaining Agreement shall be amended to provide the following:

- a. Effective January 1, 2009, each step of the salary schedule in effect on December 31, 2008 shall be increased by three percent (3.0%);
- b. Effective January 1, 2010, each step of the salary schedule in effect on December 31, 2009 shall be increased by three percent (3.0%);
- c. Effective January 1, 2011, each step of the salary schedule in effect on December 31, 2010 shall be increased by three and one quarter percent (3.25%);
- d. Effective January 1, 2012, each step of the salary schedule in effect on December 31, 2011 shall remain unchanged (0%);
- e. Effective January 1, 2013, each step of the salary schedule in effect on December 31, 2012 shall remain unchanged (0%);
- f. Effective January 1, 2014, each step of the salary schedule in effect on December 31,

2013 shall remain unchanged (0%);

- g. Effective January 1, 2015, each step of the salary schedule in effect on December 31, 2014 shall be increased by two and three quarter percent (2.75%).

Section 3. Retroactivity: The wage increases set forth in Section 2 shall be payable to all bargaining unit members who are on the County's payroll on the date of execution of the Agreement or who retired from the County's employ during the term of the Agreement. Non-bargaining unit employees who were promoted out of the unit since December 31, 2008 shall also receive the increases and retroactive payments for the period of time they were bargaining unit members prior to their promotion.

Section 4. Health Insurance: Article X, Section 1 of the Collective Bargaining Agreement shall be amended to provide the following:

a. Effective July 1, 2012, all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement shall contribute ten percent (10%) of the cost of the premium or premium equivalent for their health insurance. Contributions shall be based upon a percentage of the premium or premium equivalent for the County's primary plan which is a self insured plan currently administered by POMCO. Employees who elect other health insurance options shall continue to remain responsible for any additional costs attributable to participation in other plans which may be offered by the County. Effective January 1, 2015 all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement shall contribute twelve and one-half percent (12.5%) of the cost of the premium or premium equivalent for their health insurance.

b. Effective on the date of ratification of the Memorandum of Agreement, all employees hired after the date of ratification of the Memorandum of Agreement, and all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement shall contribute twenty percent (20%) of the cost of the premium for their health insurance.

c. Effective July 1, 2012, the following changes shall be made to the County's health insurance plan:

- i. Co-Payment Increase - PPO. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the

Memorandum of Agreement, the applicable PPO co-payment shall increase from \$16.00 to \$20.00. For all employees hired after the date of ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement, the applicable PPO co-payment shall be \$30.00.

ii. Co-Payment Increase - ER. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement, the applicable Emergency Room co-payment shall increase from \$35.00 to \$45.00. For all employees hired after the date of ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement, the applicable Emergency Room co-payment shall be \$60.00.

iii. Co-Payment Increase - Prescription Drugs. For all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement, the co-payment for prescription drugs shall be \$0.00 for generic drugs, \$20 for brand name drugs, and \$40.00 for non-preferred brand name drugs. For all employees hired after the date of ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement, the co-payment for prescription drugs shall be \$5.00 for generic drugs, \$30.00 for brand name drugs, and \$60.00 for non-preferred brand name drugs.

iv. Effective July 1, 2012, all employees must order all drugs used on a continuing or regular basis, *e.g.*, maintenance drugs, by mail starting with the third refill and each refill thereafter.

v. Preferred Drug Step Therapy Program (PDST). Effective upon ratification of the Memorandum of Agreement, there shall be a preferred drug step therapy program ("PDST"). The PDST shall be voluntary for all employees who were members of the bargaining unit represented by IBT, Local 456 on or before the date of ratification of the Memorandum of Agreement. The PDST shall be mandatory for all employees hired after the ratification of the Memorandum of Agreement, and for all current employees who become members of the bargaining unit represented by IBT, Local 456 after the date of ratification of the Memorandum of Agreement.

vi. Effective upon ratification of the Agreement, there shall be a health insurance committee established to discuss and make recommendations to the County and Union on implementation of a health reimbursement account (HRA) and or health savings account (HAS). The Committee shall submit its recommendation to the County and Union by December 31, 2012. The Committee shall be comprised of six individuals, with three members appointed by the County Executive and three members appointed by the Union. The Committee shall have no authority to implement changes. Participation in any HRA or HAS program which may be established shall be voluntary.



Section 5. All provisions of the prior Agreement which expired on December 31, 2008 shall be incorporated into a successor agreement except as altered by the provisions contained in this legislation or the Memorandum of Agreement executed by the parties with respect to the term commencing on January 1, 2009 and ending on December 31, 2015.

Section 6. This Act shall take effect immediately.



STATE OF NEW YORK            )  
  )     ss.  
WESTCHESTER COUNTY        )

**I HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 62 - 2012, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on June 4, 2012, and approved by the County Executive on June 15, 2012.

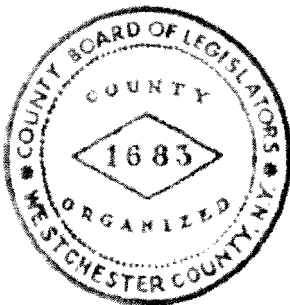
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 18<sup>th</sup> day of June, 2012.



Tina Seckerson

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York





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 Local 456, International Brotherhood of Teamsters ("Teamsters") on a five (5) year contract commencing on January 1, 2016 and ending on December 31, 2020 ("Memorandum of Agreement" or "Agreement"). In compliance with the Fair Employment Act (Taylor Law) those provisions of the Agreement that require legislative action are outlined below.

Compensation:

Article IV, Section 4 of the Collective Bargaining Agreement shall be amended to provide the following:

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall remain unchanged;
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall remain unchanged;
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by two and one half percent (2.50%);
- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by two and one half percent (2.50%);
- e. Effective January 1, 2020, each step of the salary schedule in effect on December 31, 2019 shall be increased by three percent (3.00%);

Provisions of Existing Agreement:

All provisions of the prior Agreement for the term of January 1, 2009 through December 31, 2015 shall continue in full force and effect unless altered by the provisions contained in this legislation with respect to the term commencing on January 1, 2016 and ending on December 31, 2020.

Your Committee has carefully considered the subject matter, the Agreement, and the attached act and recommends approval of the Agreement.

Dated: White Plains, New York  
December ~~12/8~~ 2017

F.T.C.  
Cathleen Parker (WOP)

Cathleen Parker (WOP)  
Shirley Morrell

W.S.  
John S. Jones  
Benjamin Boykin II (WOP)  
W.S.

l:fms

COMMITTEE ON

Budget & Appropriations

F.T.C.  
John S. Jones (WOP)  
Cathleen Parker (WOP)  
W.S.  
W.S.

Labor Parks  
Planning & Housing.

# FISCAL IMPACT STATEMENT

SUBJECT: Teamster Contract 2016-2020

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 384,000

Total Current Year Revenue \$ 61,000

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Various Depts Personnel Service Accounts

Potential Related Operating Budget Expenses: Annual Amount \$384,000

Describe: \$355,000 (General Funds) & \$29,000 (DEF)

Potential Related Operating Budget Revenues: Annual Amount \$61,000

Describe: NYS & Federal Aid on Reimbursable depts (General Fund)

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

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

2019: Net costs of \$584,000 (General Fund) & \$57,000 (DEF)

2020: Net costs of \$987,000 (General Fund) & \$97,000 (DEF)

Prepared by: Mark Medwid

Title: Associate Budget Director

Department: Budget

Date: December 5, 2017

Reviewed By: 

Budget Director

Date: 12/6/17

# OPERATING + DEF

Teamster 2018-20 Score\_2017-12-05.xlsx

	2018	2019	2020
Wages	351,758	712,310	1,155,789
Pension	9,893	51,354	102,453
Payroll Taxes	21,820	44,185	71,694
NYS & USA Aid	(60,831)	(123,182)	(199,875)
Add'l Health Contrib		(43,043)	(45,625)
NET COUNTY	322,640	641,624	1,084,436
OVER SS CAP	28.82%	28.82%	28.82%
0.0145	5,100	10,328	16,759
0.062	15,523	31,435	51,005
	20,624	41,763	67,764

TEAMSTER PROPOSAL SCORE			
	2018	2019	2020
Wages	352,000	712,000	1,156,000
Pension*	10,000	51,000	102,000
Payroll Taxes	22,000	44,000	72,000
NYS & USA Aid	(61,000)	(123,000)	(200,000)
Add'l Health Contrib	-	(43,000)	(46,000)
NET COUNTY	323,000	641,000	1,084,000
*An additional \$117k is owed in 2021, and \$29k in 2022 resulting from the wages incurred through 12/31/2020			



DEF DOLL

	2018	2019	2020
Wages	26,401	53,463	86,748
Pension	743	3,854	7,690
Payroll Taxes	1,638	3,316	5,381
NYS & USA Aid	-	-	-
Add'l Health Contrib		(3,231)	(3,424)
NET COUNTY	28,781	57,403	96,394
OVER SS CAP	28.82%	28.82%	28.82%
0.0145	383	775	1,258
0.062	1,165	2,359	3,828
	1,548	3,135	5,086

TEAMSTER PROPOSAL SCORE			
	2018	2019	2020
Wages	26,000	53,000	87,000
Pension*	1,000	4,000	8,000
Payroll Taxes	2,000	3,000	5,000
NYS & USA Aid	-	-	-
Add'l Health Contrib	-	(3,000)	(3,000)
NET COUNTY	29,000	57,000	97,000
*An additional \$117k is owed in 2021, and \$29k in 2022 resulting from the wages incurred through 12/31/2020			

ACT NO. 228 - 2017

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 Local 456, International Brotherhood of Teamsters for the five (5) year period commencing January 1, 2016 and ending December 31, 2020.

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

Section 1.      Duration: The Collective Bargaining Agreement for those employees of Westchester County represented by the Local 456, International Brotherhood of Teamsters shall commence on January 1, 2016 and end on December 31, 2020.

Section 2.      Compensation: Article IV, Section 4 of the Collective Bargaining Agreement shall be amended to provide the following:

- a. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall remain unchanged;
- b. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall remain unchanged;
- c. Effective January 1, 2018, each step of the salary schedule in effect on December 31, 2017 shall be increased by two and one half percent (2.50%);
- d. Effective January 1, 2019, each step of the salary schedule in effect on December 31, 2018 shall be increased by two and one half percent (2.50%);
- e. Effective January 1, 2020, each step of the salary schedule in effect on December 31, 2019 shall be increased by three percent (3.00%);

**Section 3. All provisions of the prior Agreement which expired on December 31, 2015 shall be incorporated into a successor agreement except as altered by the provisions contained in this legislation or the Memorandum of Agreement executed by the parties with respect to the term commencing on January 1, 2016 and ending on December 31, 2020.**

**Section 4. This Act shall take effect immediately.**

STATE OF NEW YORK            )  
  )     ss.  
WESTCHESTER COUNTY        )

**I HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 228 - 2017, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on December 21, 2017, and approved by the County Executive on December 27, 2017.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 10<sup>th</sup> day of January, 2018.

*Malika Vanderberg*

Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York



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 Local 456, International Brotherhood of Teamsters ("Teamsters") on a five (5) year contract commencing on January 1, 2021 and ending on December 31, 2025 ("Agreement"). In compliance with the Fair Employment Act (Taylor Law) those provisions of the Agreement that require legislative action are outlined below.

**Wages**

Article IV, Section 4 of the Collective Bargaining Agreement shall be amended to provide the following:

- a. Effective January 1, 2021, each step in the salary schedule in effect on December 31, 2020 shall be increased by 2.00%.
- b. Effective January 1, 2022, each step in the salary schedule in effect on December 31, 2021 shall be increased by 2.00%.
- c. Effective January 1, 2023, each step in the salary schedule in effect on December 31, 2022 shall be increased by 2.50%
- d. Effective January 1, 2024, each step in the salary schedule in effect on December 31, 2023 shall be increased by 2.50%.
- e. e. Effective January 1, 2025, each step in the salary schedule in effect on December 31, 2024 shall be increased by 2.00%.

### **Holidays With Pay**

Effective January 1, 2022, the nineteenth day of June, known as Juneteenth, shall be considered a holiday with pay for all employees regularly scheduled to work on that date. All employees required to work on the nineteenth of June will receive their regular straight time pay for the day and will be granted an additional day off (hour for hour).

The additional time off shall be taken with the approval of the employee's Department, in accordance with the procedures and policies in effect in their respective Departments.

### **Health Insurance**

Effective September 1, 2021, the sixteen (16) employees who were previously Teamsters Local 456 bargaining unit members and contributed 12.5% of the cost of the premium or premium equivalent for health insurance and were subsequently promoted to the non- bargaining unit position of senior assistant county attorney from 2018 to 2021, shall, in the event they return to a Teamsters Local456 bargaining unit position on or after September 1, 2021, be required to contribute fifteen percent (15%) of the premium or premium equivalent.

ACT NO. 204 - 2021

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 Local 456, International Brotherhood of Teamsters for the five (5) year period commencing January 1, 2021 and ending December 31, 2025.

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

Section 1. Duration: The Collective Bargaining Agreement for those employees of Westchester County represented by the Local 456, International Brotherhood of Teamsters shall commence on January 1, 2021 and end on December 31, 2025.

Section 2. Wages: Article IV, Section 4 of the Collective Bargaining Agreement shall be amended to provide the following:

- a. Effective January 1, 2021, each step in the salary schedule in effect on December 31, 2020 shall be increased by 2.00%.
- b. Effective January 1, 2022, each step in the salary schedule in effect on December 31, 2021 shall be increased by 2.00%.
- c. Effective January 1, 2023, each step in the salary schedule in effect on December 31, 2022 shall be increased by 2.50%
- d. Effective January 1, 2024, each step in the salary schedule in effect on December 31, 2023 shall be increased by 2.50%.
- e. Effective January 1, 2025, each step in the salary schedule in effect on December 31, 2024 shall be increased by 2.00%.

Section 3.      Holidays With Pay: Effective January 1, 2022, the nineteenth day of June, known as Juneteenth, shall be considered a holiday with pay for all employees regularly scheduled to work on that date. All employees required to work on the nineteenth of June will receive their regular straight time pay for the day and will be granted an additional day off (hour for hour).

The additional time off shall be taken with the approval of the employee's Department, in accordance with the procedures and policies in effect in their respective Departments.

Section 4.      Effective September 1, 2021, the sixteen (16) employees who were previously Teamsters Local 456 bargaining unit members and contributed 12.5% of the cost of the premium or premium equivalent for health insurance and were subsequently promoted to the non- bargaining unit position of senior assistant county attorney from 2018 to 2021, shall, in the event they return to a Teamsters Local 456 bargaining unit position on or after September 1, 2021, be required to contribute fifteen percent (15%) of the premium or premium equivalent.

Section 5.      This Act shall take effect immediately.



Your Committee has carefully considered the subject matter, the Agreement, and the attached act and recommends approval of the Agreement.

Dated: White Plains, New York  
November 8, 2021

Benjamin Boykoff  
Catherine for  
D. N. M.

Benjamin Boykoff  
David J. Lubin  
Vedat J. Lubin  
Catherine for  
Rick Walter  
D. N. M.

l:fms

COMMITTEE ON

Labor & Housing

Budget &  
Appropriations

Dated: November 8, 2021

White Plains, New York

***The following members attended the meeting remotely, pursuant to Chapter 417 of New York State Laws of 2021, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.***

Committee(s) on:

**Labor & Housing**



Catherine F. Parker



Margaret A. Cunjio

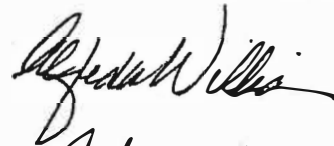


**Budget & Appropriations**

Margaret A. Cunjio



Catherine F. Parker



# FISCAL IMPACT STATEMENT

SUBJECT: Teamsters 2021-25

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 878,000

Total Current Year Revenue \$ 114,000

Source of Funds (check one): ☒ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: Personal service, state aid, and federal aid accounts county-wide

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: \_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: \_\_\_\_\_

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

Current Year: \_\_\_\_\_

Next Four Years: 2023: Expenditures of \$1,444,000 and revenues of \$188,000

2024: Expenditures of \$2,024,000 and revenues of \$264,000

2025: Expenditures of \$2,499,000 and revenues of \$325,000

Prepared by: Gideon Grande

Title: Deputy Director

Department: Budget

Date: November 5, 2021

Reviewed By: 

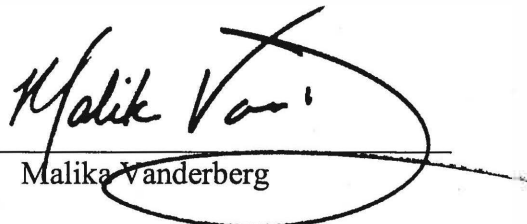
Budget Director

Date: 11/5/21

STATE OF NEW YORK                    )  
  )    ss.  
WESTCHESTER COUNTY                )

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 204 - 2021, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on November 8, 2021, and approved by the County Executive on November 10, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 15<sup>th</sup> day of November, 2021.

  
Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York

