

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

**In the Matter of the Unit Clarification/Unit Placement Petition
Filed By**

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

Petitioner,

-and-

**WESTCHESTER COUNTY HEALTH CARE
CORPORATION,**

Employer.

**STIPULATION OF
SETTLEMENT**

PERB Case No. CP-1300

THIS AGREEMENT, by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, (hereinafter "CSEA") and the WESTCHESTER COUNTY HEALTH CARE CORPORATION (hereinafter "Employer")

WITNESSETH:

WHEREAS, CSEA and Employer are parties to a collective bargaining agreement ("CBA"), effective January 1, 2007 through December 31, 2012 that remains in full force and effect;

WHEREAS, CSEA filed a Unit Clarification/Unit Placement Petition herein; the Employer thereafter interposed an Answer; the matter has been processed through a pre-hearing stage; the parties are desirous of settling this dispute; and the parties have agreed to the terms and conditions of a settlement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, it is agreed by and between the parties as follows:

1. CSEA and the Employer agree to include all petitioned-for per diem employees who average fourteen (14) hours or more per pay period in the existing CSEA bargaining unit of employees of the Employer. The parties agree that the fourteen (14) hours or more per pay period criterion will be determined by taking the total number of hours an employee works in a year and dividing it by the 26 pay periods in that year.

2. Hereinafter, the bargaining unit status of per diem employees holding CSEA-represented titles listed in Appendix D (Schedule A) to the CBA shall be reviewed and adjusted annually by the First pay period in February of each year. Per diem employees holding CSEA-represented titles will be placed in the existing CSEA bargaining unit for the succeeding year, after January 10th, if they worked an average of fourteen (14) hours or more per pay period in the previous year. Per diem employees in CSEA-represented titles who have not worked an average of fourteen (14) hours or more per pay period in the previous year shall be removed from the bargaining unit for the next subsequent year. The fourteen (14) hours or more per pay period criterion will be determined by taking the total number of hours an employee worked in the prior year and dividing it by the pay periods worked in that prior year. After this annual review, per diem employees who work an average of fourteen (14) hours or more per pay period in the previous year will remain or be placed in the CSEA bargaining unit and remain there until the annual review for the next calendar year on January 10th.

3. Newly hired per diem employees holding CSEA-represented titles will be assessed for placement in the existing CSEA bargaining unit at the annual review. Newly hired employees who have not completed one year's service at the time of the annual review shall have their average hours per pay period determined by taking the total number of hours worked to the date of the annual review and dividing it by the total number of pay periods in that period of time. However, if

a per diem employee leaves the employ of the Employer and is reinstated as a per diem employee within six (6) months, membership status will be the same as when the employee left.

4. Regardless of the per pay period hours worked, per diem employees with the titles "Physician part-time" and "Podiatrist" shall not be placed in the CSEA bargaining unit.

5. CSEA will notify the Employer of the amount of dues of per diem employees. Dues will not be deducted, nor owed, for pay periods in which the per diem employee does not work.

6. The inclusion of per diem employees in the existing CSEA bargaining unit shall in no way diminish the rights, status, hours of work, privileges, and/or benefits that employees in the existing bargaining unit currently enjoy under the existing collective bargaining agreement or subsequent agreements.

7. All terms and conditions of employment for per diem employees currently in place shall stay in place until otherwise negotiated.

8. Violation of the terms of this settlement will be subject to the grievance process contained in the collective bargaining agreement.

9. Pursuant to the above conditions, CSEA withdraws the Petition in this proceeding and the Employer waives any objection to the placement of the above described per diem employees in the CSEA bargaining unit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the

21 day of December, 2012.

For the Petitioner:

Miguel Ortiz
STEVEN A. CRAIN and DAREN J. RYLEWICZ
(Miguel G. Ortiz, of counsel)

For the Employer:

Barbara J. Kukowski
Barbara Kukowski, Esq.

PL/11-0504/MO/kp/Stipulation of Settlement #257909 (replaces #234092)