

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

**IN THE MATTER OF THE FACT-FINDING BETWEEN
THE COUNTY OF WARREN,**

-And-

**PERB Case No. M2023-104
Before: John T. Trela
Fact Finder**

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000, AFSCME, AFL-CIO, WARREN
COUNTY GENERAL UNIT LOCAL 857.**

APPEARANCES

a. For the County:

J. Lawrence Paltrowitz, Esq.

b. For the Association

Diane J. Selchick
Labor Relations Specialist

BACKGROUND

The undersigned was designated hearing officer for this impasse by the Public Employment Relations Board by correspondence dated April 18, 2024. The County of Warren ("County" or "Employer") and Warren County CSEA Local Unit 857 (Union" or "Bargaining Agent") are parties to a Collective Bargaining Agreement ("CBA" or "Agreement") dated January 1, 2020 through December 31, 2023.

Negotiations for a successor to this Agreement commenced on November 14, 2023, and continued through December 28, 2023. After the 5th bargaining session, an Impasse was declared by the Employer on January 4, 2024.

Subsequently, PERB Mediator, William Lockner was appointed and held contract talks on February 14, 2024 and March 4, 2024. With no Agreement being reached, this Impasse was moved to Fact-Finding upon motion by CSEA, and the undersigned was appointed as fact finder.

On June 21, 2024, the parties met with the undersigned at the County Administration Offices for a Mediation session with the parties to discuss their respective positions on the issues at Impasse in place of a formal Fact-Finding session. At that time the parties reviewed their respective positions and exchanged other relevant matters. At this session neither side formally moved off of the positions they held from March 4, 2024 with Mediator Lochner, and it was clear that Mediation would not generate a new Agreement at that time. The parties then submitted closing briefs dated and received by the undersigned on July 31, 2024.

CSEA represents the General Unit of Warren County Employees in a bargaining unit of 346 full and part time employees (as of the date of filing this instant matter). The unit contains multiple levels of job titles from entry level through higher salary grades.

While a number of issues are unresolved, the major stumbling block is a major reconstruction of the parties' salary schedule and associated costs.

Preliminary Statement

The fact-finding process is statutorily mandated and has long been considered an extension of the negotiations process whereby an impartial fact-finder renders a report in writing that would constitute a reasonable basis for settlement. The written report is generated after a review and analysis of the facts presented by each of the parties.

These facts accordingly, take into account comparisons of wages and benefit packages to comparable jurisdictions, financial impact on the community ability to pay, tax burdens and comparisons to other communities. Certainly, the cost of living must be considered as well as the real need for the proposed change.

It is well understood and incumbent on the party seeking a contractual change that the need for change can be demonstrated and/or proven.

ISSUES

PRIOR AGREEMENTS

Prior to PERB's involvement, the parties had agreed to changes in the following areas:

- A nondiscrimination provision,
- Adding Juneteenth as a holiday
- Allowing leave to be taken in one-half hour increments, and changing contract references to gender neutral pronouns.

It is recommended that these items be added to the successor Agreement.

OPEN ITEMS (combined)

- Wages with related economic proposals (salary schedules longevities)
- Health insurance contributions
- Standby pay for DSS Caseworkers
- Meal allowance
- Sick leave
- Vacation
- Bereavement leave
- Uniforms

BASIC UNIT COST INFORMATION

- Total bargaining unit payroll cost: \$18,283,125.
- Cost of each 1% of wages: \$182,831.25
- Annual average base wage: \$52,841
- Average hourly rate \$25.40
- Unit Health Insurance Cost \$3,925,526.

Unresolved Issues/ Position Of The Parties

CSEA POSITION

Salary Schedule, Wages, Duration

CSEA has submitted a comprehensive proposal to change the salary structure set forth in the current CBA, that has been in existence over many years and contracts. That schedule contains five (5) increments (Steps 1–5) and five (5) longevity step payments.

CSEA's proposal first calls for a 4-year Agreement with a 4.4% increase across the board, plus a \$1.00 per hour increase applied to each step in each year of the contract after the percentage raise is applied.

Further, CSEA seeks to add five (5) new longevities in addition to the current schedule that provides longevity payment after 5 years, 15 years, 20 years, 25 years and 30 years, at the flat dollar rate of \$500 each. This proposal, if accepted, would cause the contract to contain ten (10) longevity steps and five (5) increment steps. CSEA argues that these longevities must be updated being in existence for at least the last 10 years. CSEA's goal is to ensure that employees stay for the long haul and a schedule as such would be a mechanism towards that end. These longevities would be added at 6 years, 8 years, 12 years, 35 years, and 40 years of service.

In addition, the current increment structure has a flat dollar value from one step to another. CSEA proposes that the flat dollar incremental step system be replaced with a formula with one universal percentage value compounding index (salary = base salary x 1.03% (step number). Simply stated, this would create a

3% value between each step of the schedule rather than the structure that is now in place in varied flat dollar values.

CSEA argues that these changes would boost morale and make employees feel appreciated for the institutional knowledge that they have gained over their many years of service. CSEA has argued that it is interested in rewarding new employees and is also focusing on acknowledging and rewarding long term employees.

As noted above, CSEA is very focused on improving the salary conditions of employees over the long term for its members, to stay competitive, to reduce turn over, and to recognize members for the long term. The breakdown of employees in years of service are as follows:

45.5% of employees have less than five years of service;

20.1% employees have between 5-9 years of service;

34.4% employees have more than 10 years of service .

CSEA believes this proposal to be fair in regards to the County's ability to pay and the need to recruit and retain employees. For negotiation research, CSEA conducted financial analysis which reach the conclusion that the County is in good financial condition and has the ability to pay the wage increases sought and fund other economic items. Also, the County has not argued its ability to pay or any inability whatsoever to fund this concept.

CSEA also argues that these increases are in line with recent settlements by other municipalities including Fulton County, which received an increase of 4% plus doubling their longevity schedule. In Livingston County, the settlement

included an increase of \$2.00 per hour in 2023 + 3% each year for the next four years after the \$2.00 per hour increase is applied.

Further to support its proposal, the Union also compared those titles at different counties similar to Warren County and with the exception of the title of "Intake Clerk" all of the titles in Warren County are paid below the average included in its comparison. One example is the title of Senior Caseworker, which shows that Warren County's maximum hourly rate is \$31.76. The average maximum hourly rate using the Counties of Essex, Schenectady, and Washington is \$33.82.

In addition, the cost of living increases have put the cost of food, gas, and utilities out of control and has increased higher than the rate of salary increases in the previous contract. Those increases ranged from 2.5 % to 2.9% in a three (3) year agreement.

The County struggles filling vacant positions among a number of job titles, so in order to be competitive, the County has to get away from the practice of hiring at just above the minimum wage. In reviewing comparable contracts it was discovered that in 2012 a newly hired Grade 1 employee made \$23,092 or \$11.10 per hour. Minimum wage at the time was \$7.25. In 2023, the newly hired Grade 1 hourly employee makes \$17.09 per hour while minimum wage in 2023 was \$14.20 per hour.

The compression that the rise in minimum wage has caused without the County keeping up to prevent that compression has resulted in County jobs being viewed as a little better than working at a fast-food restaurant, wage wise - instead of the prestigious institution that it was looked at previously. Many Unit

positions provide for vital services to the public and require a Bachelor's degree or higher level of education.

CSEA also argues that the longevity proposal should be recommended by the Fact-finder. Longevity payments are essential to employee retention and morale. The constant refrain, the Union heard from members was that there were no meaningful annual salary increases commensurate with experience.

The first longevity is payable for 5 years of service but then there is a 10-year gap for a longevity raise. The raise which is only \$500 bonuses, are added at 15, 20, 25 and 30 years. CSEA proposes adding more steps in years 6, 8, 12, 35 and 40 years and a change to the longevity formula.

COUNTY POSITION

Salary Schedule, Longevities, Duration

The County argues that it has offered fair and reasonable salary increases to the union which is as follows:

Increases of 1.7% on steps 1 - 5 in 2024.

Increases of 1.9% on steps 1- 5 in 2025,

Increases of 2% on steps 1-5 in 2026.

The County has offered no salary proposal in 2027 as it proposes a 3-year Agreement, rather than a 4-year Agreement as the Union seeks .

The County argues that the Union in these negotiations blatantly omits, the voluntary additional raise in August 2022, in which the County gave all bargaining unit members a \$5,720 (mid-year) raise (\$2.75/hr.)that was not a contractual requirement and that went well above the 3-year contract that was previously negotiated. This was a big year increase equivalent to an average increase of 10.8% more.

This motion of good faith by the County cannot be ignored by the fact-finder as CSEA ignores. This increase was in addition to 2.6% increase that bargaining unit members received on January 1, 2022 and a 2.5% increase bargaining him unit members received on January 1, 2023. These increases resulted in bargaining unit position salaries now being very competitive in the region.

A comparison of Unit salary increases shows that salary increases offered to members have exceeded substantially cost-of-living increases as follows:

2020 - 2023 **CPI** 12.9% Salary **Increases** 21.4%;

2017 - 2023 **CPI** 18.5% Salary **Increases** 29.7%

2014 – 2023 **CPI** 20.3%, Salary **Increases** 35.7%

In sum, the County raises, negotiated with this Unit, exceed the CPI by 15.4%.The County submission shows that settlements with all other bargaining units recognized by the County are nowhere near the increase to salaries and wages sought here by CSEA. The highest increase for contract years 2020 through 2025 was in 2020 at 2.9% for all recognized bargaining units.

The County argues that CSEA’s wage proposals are extraordinary and are not warranted and the County proposal is consistent with comparables in the region.

COST OF CSEA PROPOSAL

YEAR		COST
2024	4% + \$1.00/ hr. Additional longevities/ Modified schedule	8.2%
		<u>6.7%</u>
		14.7% 1st yr. cost
2025	4.2% + \$1.00	8.3% 2nd yr. cost
2026	4.3% + \$1.00	8.4% 3rd yr. cost
2027	4.4% + \$1.00	<u>8.5%</u> 4th yr. cost
	Cost of CSEA 4-Year proposal	40.1%

The County argues that CSEA seeks an increase to longevities that is not fiscally responsible and when combined with 1st year wages, cost \$2,740,000 or

15% of the base salary payroll. The current increment structure and longevity structure should be maintained as the proposed Union changes are excessive.

The County maintains that its salary rates are very competitive with those in Saratoga County in Washington County. In fact, showing that in the majority titles in County employees are competitive.

Accordingly, the County respectfully requests the Factfinder accept the County's proposals for a wage increase in each of the next three years.

Discussion Salary/Schedule/Longevities/Duration

Both parties have submitted substantial arguments on the issue of salary. The positions presented by CSEA are premised by the Union seeking to obtain salary benefits for its members over the long term. Thus, the center of their proposals seeks restructuring the increments from a flat dollar amount to a percentage amount, and, also seeks to include an addition of five (5) more longevities. Comparability-wise there are no schedules submitted to support this salary increase proposal of some 40% + over a 4-year Agreement by the Union.

The Union has not submitted any costs for its proposal and does not take issue with the County cost calculations on this record. Rather CSEA has taken the position that the County has money, can afford the raise, and the County has not demonstrated why they cannot meet its proposals.

The County proposal on the other hand is less than 2% per year and is less than what has been received by other Warren County employees.

In reality, the salary comparisons show that by and large, the current County schedule is competitive, and, while a few titles may not be "up-to-par"

nothing in the pay scales is glaringly out of place. When comparing contracts, it is generally recognized by labor relations practitioners that not every public employee contract is totally comparable in every respect.

While the Union seeks to change the value of the increment from a flat dollar amount to a percentage it has not submitted any comparables (contracts where the increment value is based on a percentage) to justify this change. The undersigned is therefore left with an unanswered question as to what other municipalities do in fact, have incremental values based on percentages?

The same holds true for the Union's proposal to double the number of longevities in the new contract. No contracts have been submitted to compare this proposal to others that exist, (i.e., how many other municipalities have these additional longevities?) Therefore, there is no basis to be able to compare or to recommend to increase the number of longevity steps. Without the comparables, the Fact-finder cannot recommend any change to the existing schedule.

Regarding a salary increase, it is clear however that the current salary offered by the County is less than those percentages offered to any other union or non-unionized employees and does not contemplate the CPI.

Having stated that, in making a salary recommendation, the undersigned must give consideration to the cost-of-living increases that have skyrocketed over the last 4 years, and to that extent urges the County's reflection of this factor when it is considering this recommendation. Accordingly, the undersigned has taken the CPI into consideration when making this recommendation. Everyone is feeling the "pain" at the pump, home heating costs, and when checking-out at the Supermarket, etc., etc.

OTHER ISSUES

CSEA proposal meal allowance: CSEA is proposing an increase in breakfast rates from \$8 to \$11; an increase in the lunch from \$9 to \$17, an increase in dinner from \$11-\$31. It argues that meal costs have increased due to the cost of living and rising inflation.

County Proposal Meal Allowance:

The County offered an increase of \$1 for breakfast, \$1 for lunch, and \$1 for dinner.

CSEA Proposal - Standby Pay For DDS Caseworkers:

This proposal seeks to increase pay for Caseworkers who are on standby. To support this proposal CSEA argues that many municipalities are paying more to employees who are on standby. Washington County pays these employees different amounts depending on if it is a workday, weekend, or holiday. A non-supervisor, caseworker is paid \$45 for weekday, \$75 for a weekend day and \$75 for a holiday. Fulton County also pays different amounts depending on the day of the week or holiday. The weekday rate is \$50, the holiday rate on a weekday is \$75 and the weekend is \$150 total or \$75 per day.

CSEA's proposal, seeks to pay caseworkers and weeknight standby to \$50 per night, per shift, for weekdays, \$75 per night, not per shift and \$100 for observed holidays. For special holidays, which include New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, standby pay shall be \$200.

Further, CSEA proposes that members unable to comply with the standby schedule for compelling reasons shall submit in writing their respective justification for requesting removal from the list and, the Commissioner or Director shall provide the rationale for denial.

County Position Standby Pay:

The County rejects CSEA's proposal as it is costly, increasing the cost of having one person on standby for one year to \$33,800. This would call for an increase in standby pay of 85% and is accordingly rejected.

CSEA Proposal Sick Leave:

This proposal seeks reinstatement of two additional days to the current 10 days that CSEA gave up in 2012. This was done at that time to help the County save money and avoid layoffs during that time. The understanding was that those days would be restored when the County was in a better financial position. Many municipalities provide 12 sick days per year including Washington County and further, Essex County provides employees with a minimum of 13 sick days per year.

County Position Sick Leave:

The County believes that the number currently provided to Unit members is competitive and that it remains unchanged, and accordingly, is rejected.

CSEA Proposal Vacations:

This proposal seeks to increase the maximum accumulation of vacation leave from 20 working days to 25 working days. This change will increase morale, and is another way to recognize long-term employees.

County Position Vacations:

The County believes that the current structure in place is competitive. That maximum amount of four weeks (one month after 12 years of service) is reasonable and sufficient, and there is no justification to increasing vacation leave days.

CSEA Bereavement Leave:

CSEA seeks an increase in the definition of family members to include Aunt, Uncle, Niece, and Nephew to the list of family members. CSEA also proposes to increase the Bereavement Leave from 3 days to 5 days. This change will also boost morale of members with one less thing to worry about when facing a family tragedy.

County Position Bereavement Leave:

The current definition of immediate family is consistent with the definition of immediate family and all the other collective bargaining agreements in the County, as well as the County's sick leave and bereavement leave policy for non-bargaining unit employees and believes this proposal should be rejected.

CSEA Proposal Health Insurance:

This proposal is to lower the amount of premium payments for employees currently paying 25% of the premium to 22%. This will ensure that all employees

pay the same amount of premium cost for health insurance. It will also provide relief from the increasing cost of health insurance premium that increase every year and leach into employee wages.

CSEA has rejected the County's proposal to increase health insurance premiums from 22% to 25% for individuals hired before December 21, 2012.

County Proposal Health Insurance:

The County proposal would require all employees regardless of date of hire to pay 25% of the premium cost an increase from the current 22% in place. The current contract calls for employees hired after December 21, 2012 to contribute 25% toward their health insurance premiums, while those hired before December 31, 2012 pay 22%. This constitutes that 60% of the bargaining unit employees have been hired after December 31, 2012 only 40% of the bargaining unit would be affected. The County notes that the PBA pay 24% or 25% depending on date, all the Teamsters pay 25% and Alliance members pay either 22% or 23% depending on year.

CSEA Proposal Uniforms:

This proposal is to provide clothing and PPE gear for those who work at the Countryside Adult Home and the Department of Public Health. These employees currently buy their own clothing that become soiled while performing their job duties.

County Position Uniforms:

During negotiations, CSEA stated that it was only seeking that the County provide clothing at the County's Countryside Adult Home and the employees in

the Department of Health. However, there is no requirement for such employees to wear a uniform, nor are the employees expected to wear scrubs. This proposal is rejected as unnecessary.

Fact-Finders Recommendations

Contract Duration:

Four (4) years.

Compensation/Salary

Effective:

- January 1,2024 2.85% (Retroactivity Applies)
 - January 1,2025 3.00%
 - January 1,2026 3.25%
 - January 1,2027 4.25%
-
- No change to the current salary steps or longevity structure is recommended.

Health Insurance Contributions:

No Change to the current provision in the Contract is recommended and proposals from both parties to be withdrawn.

Holidays:

No Change to the current contract.

Vacation Days:

No change to the current contract.

Sick Leave:

The Undersigned recommends that the two additional sick days which were given up in 2012 to assist in avoiding layoffs should be reinstated if the Union and the County accept the Fact-finder's recommendation on salary herein.

Bereavement Leave:

No change to the current contract.

On Call/Standby Pay:

No change to the current contract.

Uniforms:

As there are no requirements for uniforms or PPE at these institutions, the Fact-finder recommends no change to the current contract.

Meal Allowance Recommendation:

(Effective On Date of Final Ratification and Approval.)

Breakfast \$10

Lunch \$14


Dinner \$25

With these recommendations, the undersigned has attempted to fashion a recommendation for the parties given the current circumstances facing the people of the State of New York, Counties, and other political subdivisions. Accordingly, the parties are urged to adopt these recommendations as a means of resolution to this impasse.

**State of New York)
County of Albany) ss.:**

I John T. Trela, do affirm my oath as Fact-finder, that I am the individual described herein and who executed this instrument, which is my Recommendation.

August 27, 2024


John T. Trela,
Arbitrator