

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the County of Westchester (the "County") and the Westchester County Corrections Superior Officers Association ("SOA") dated this 14 day of August 2024.

WHEREAS, the County and SOA are parties to a collective bargaining agreement which expired December 31, 2008, and subsequent memoranda of agreement covering the terms January 1, 2009 through December 31, 2015 and January 1, 2016 through December 31, 2019; and

WHEREAS, authorized representatives for the County and SOA met in good faith to negotiate a successor agreement and have done so in accordance with their statutory obligations; and

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

1. Duration – This Memorandum of Agreement shall cover the term January 1, 2020 through December 31, 2027.
2. Salaries –
 - a. Effective January 1, 2020, and retroactive to that date, each step of the salary schedule in effect on December 31, 2019 shall be increased by three percent (3.00%).
 - b. Effective January 1, 2021, and retroactive to that date, each step of the salary schedule in effect on December 31, 2020 shall be increased by three percent (3.00%).
 - c. Effective January 1, 2022, and retroactive to that date, each step of the salary schedule in effect on December 31, 2021 shall be increased by two percent (2.00%).
 - d. Effective January 1, 2023, and retroactive to that date, each step of the salary schedule in effect on December 31, 2022 shall be increased by two percent (2.00%).
 - e. Effective January 1, 2024, and retroactive to that date, each step of the salary schedule in effect on December 31, 2023 shall be increased by two and three-quarters percent (2.75%).
 - f. Effective January 1, 2025, each step of the salary schedule in effect on December 31, 2024 shall be increased by three percent (3.00%).

- g. Effective January 1, 2026, each step of the salary schedule in effect on December 31, 2025 shall be increased by three percent (3.00%).
- h. Effective January 1, 2027, each step of the salary schedule in effect on December 31, 2026 shall be increased by three percent (3.00%).

3. Longevity –

- a. Effective January 1, 2024, each step of the longevity schedule in effect on December 31, 2023 shall be increased by seventy-five dollars (\$75.00).
- b. Effective January 1, 2025, each step of the longevity schedule in effect on December 31, 2024 shall be increased by seventy-five dollars (\$75.00).
- c. Effective January 1, 2026, each step of the longevity schedule in effect on December 31, 2025 shall be increased by seventy-five dollars (\$75.00).
- d. Effective January 1, 2027, each step of the longevity schedule in effect on December 31, 2026 shall be increased by seventy-five dollars (\$75.00).

4. Shift Differential –

- a. Effective January 1, 2025, the shift differential in effect on December 31, 2024 shall be increased by fifty cents (\$0.50).
- b. Effective January 1, 2026, the shift differential in effect on December 31, 2025 shall be increased by fifty cents (\$0.50).
- c. Effective January 1, 2027, the shift differential in effect on December 31, 2026 shall be increased by fifty cents (\$0.50).

5. Welfare Fund – Effective January 1, 2025, the County's contribution to the Welfare Fund shall be increased by one hundred dollars (\$100.00).

6. Equipment Allowance – Effective January 1, 2025, the equipment allowance shall be increased by one hundred twenty dollars (\$120.00).

7. Medical Consulting Service –

- a. Effective January 1, 2025, the current consulting service used to conduct medical examinations pursuant to the parties' General Municipal Law § 207-c procedure shall be replaced with UniMex Medical Exam Management, Inc. ("UniMex").
- b. On or before September 15, 2024, the parties will request a list of available orthopedists, neurologists, and psychiatrists from UniMex.

- c. On or before December 31, 2024, the parties will confer to review the list of available medical specialists provided by UniMex. The parties will alternate striking one doctor from the list until they are left with a panel of 6 orthopedists, 2 neurologists, and 2 psychiatrists.
- d. Effective January 1, 2025, an employee requiring medical examination pursuant to the parties' General Municipal Law § 207-c procedure will be directed to schedule and attend an examination with one of the doctors included in the UniMex panel, based on their respective injury or illness. Doctors included in the UniMex panel will be utilized on a rotating basis subject to their availability.
- e. In the event an employee's alleged injury requires a specialist in an area other than those included in the panel, the parties will request that UniMex provide one doctor specializing in the relevant area of medicine to be used for the examination.

8. Line of Duty Injury Determination –

- a. Amend Paragraph 3 to read as follows:

The Department of Correction may dispute the validity of a superior officer's original illness or injury allegedly incurred in the performance of her/his duties as set forth in paragraph 2(a) above within 10 calendar days of the date the Department is notified of said illness or injury. An employee claiming a job injury or job-related illness must notify his/her supervisor as soon as the employee is reasonably able to do so, depending upon the circumstances and the nature of the injury or illness. Said superior officer will proceed to have the dispute resolved by an independent arbitrator selected by the parties at a hearing conducted pursuant to and consistent with General Municipal Law §207c. The arbitration mandatorily must occur in 30 business days. If the County asks for and is granted an adjournment, which forces the arbitration to occur beyond the thirty business days enumerated, the superior officer shall be entitled to dayfor day full salary, from the thirty-first business day, without the use of his/her accruals until such time as the arbitration occurs. If the County prevails at the arbitration, it may **require** the employee to substitute his/her accrual time day for day. The parties select the following as a panel of independent arbitrators: Arthur Riegel, **Elena Cacavas** and **Steven Kasarda**. In addition, at the request of either the Department or the Superior Officers Association, such employee may be required to submit on a timely basis (within 7 calendar days) to the designated medical consulting service described hereinafter for a full medical or **psychological** evaluation; the results of said evaluation shall be automatically submitted into evidence at the arbitration proceeding established to resolve the causal connection disputes. Said medical or **psychological** evaluation from the designated medical

consulting service shall be admitted into evidence at the arbitration pursuant to §207c of the General Municipal Law without the need for a witness from the medical consulting service. **Notwithstanding the aforementioned, if the MCS finds a causal connection, they will also be required to determine the current level of disability as part of the same examination. If the employee reports to the MCS examination as directed and without requesting a delay as described in Section 6, the following terms and conditions will apply:**

- a. **In the event the MCS finds a causal connection and clears the employee for limited or full duty, the employee must return to duty at that time and the Department will adjust their utilized accrued time from the date of the initial claim to 207-c leave.**
- b. **If the MCS finds a causal connection and keeps the employee out of work, the Department will not pursue the arbitration hearing at that time and adjust utilized accrued time to 207-c leave.**
- c. **If the MCS does not establish and/or find a causal connection, the employee can remain out on their own time and continue to the arbitration hearing.**
- d. **If the employee exhausts all of their available accrued time while on job-injury pending status, he/she will not be eligible for the "Sick Bank."**

The decision of the arbitrator designated to conduct the 207c hearing (which mandatorily must be issued within 10 business days from the close of the hearing) shall be final and binding on the Department and the employee with respect to the issues of causal connection. **Briefs will not be submitted by the parties, except arbitrators will have the authority to request briefs only in cases that involve complex medical issues and/or unresolved legal issues.**

- b. Amend paragraph 14 to read as follows:

Following the return to work by an employee in a full, limited or restricted duty capacity, the effect of which subsequently may render the officer incapable of performing full, limited or restricted duty, the employee shall be reexamined by the medical consultant service (MCS) provided that the superior officer presents to the Department at her/his own expense a detailed report from the officer's personal medical doctor specifying the changes that occurred in the superior officer's condition since her/his prior examination by the MCS and how such changes have resulted in a deterioration of the condition. **The employee must come into compliance with the above requirements within 15 calendar days from the exacerbation claim date.** The parties agree that the employee shall remain on Workers' Compensation status while out of work and will be charged with a reduction of such leave accruals during the pendency of this re-examination. Should the employee be found unfit for limited duty upon

reexamination due to the line of duty injury or illness, then her/his sick leave deductions shall be restored retroactive to the **date of the claimed exacerbation**.

If the employee does not advise AMU of any delays related to demonstrable extenuating circumstances and comes into compliance with the terms of this section after the required fifteen calendar day period, but does not exceed thirty calendar days from the date of the claimed exacerbation, he/she will be scheduled for a re-examination by the MCS. However, should the employee be found unfit for limited or full duty upon re-examination due to the line of duty injury or illness, then his/her sick leave deductions shall only be restored retroactive to the date the employee came into compliance with documentation requirements as described above.

If the employee fails to come into compliance within 30 calendar days of the claimed exacerbation, he/she will have waived their exacerbation claim and will not be scheduled for reexamination with the MCS.

9. Juneteenth –

- a. Effective January 1, 2025, and each January 1st thereafter, employees who are (i.) assigned to a squad or (ii.) assigned to work Monday through Friday and permitted to work on holidays will be credited with seven (7) hours of One Care leave for the Juneteenth Holiday. Juneteenth will be paid at straight time for all regularly scheduled employees. An employee who works overtime on Juneteenth shall receive hour for hour compensation in addition to their regular hours. Juneteenth time will be in a separate time bank (One Care) and must be used in the year it is accrued.
- b. Employees who are assigned to work Monday through Friday and are not permitted to work holidays will not be credited with seven (7) hours of One Care leave for the Juneteenth holiday on January 1st. These employees will not report to work on Juneteenth.
- c. Employees who are out on job injury leave for a cumulative period of 365 days for a single cause will not be credited with seven (7) hours of One Care leave for the Juneteenth Holiday on January 1st.
- d. If an employee uses the seven (7) hours One Care leave prior to the Juneteenth holiday and separates employment prior to the Juneteenth holiday, the County reserves the right to recoup the seven (7) hours.
- e. If an employee who has received seven (7) hours of One Care leave on January 1st is later transferred to a Monday through Friday assignment with holidays off prior to Juneteenth and has not used the seven (7) hours, WDOC payroll will deduct the time from their One Care account. If the employee has already utilized the 7 hours, one day will be deducted from their available accrued time, excluding sick leave. If they do not have any available accrued time, the employee will be required to work on the Juneteenth holiday without the hour for hour compensation. If the employee fails to report to work on the make-up holiday, they will be docked one day's pay.

- f. If an employee is transferred, prior to the Juneteenth Holiday, from a Monday through Friday assignment with holidays off to (i.) a squad assignment or (ii.) a Monday through Friday assignment in which they are permitted to work holidays, WDOC payroll will credit seven (7) hours of One Care leave for the Juneteenth Holiday.
10. Payments of Retroactive Money – The County agrees that any and all retroactive money due and owing, if any, shall be paid as soon as practicable to all unit members employed during the period from January 1, 2020 to the date of the execution of this agreement. The County will use best efforts to pay all retroactive money due and owing no later than the first pay period of November 2024.
11. Zipper Clause – All proposals not addressed by this Memorandum of Agreement are withdrawn.
12. Ratification – This Memorandum is subject to ratification by the membership of the SOA and by the County Board of Legislators before its terms may become effective. The SOA shall hold a ratification meeting and will vote no later than September 3, 2024. In the event the SOA ratifies this memorandum, the County Executive shall request the County Legislature place this matter on the agenda for a special or regularly scheduled meeting, as soon as practicable, but no later than the first meeting in September 2024. After successful ratification by the SOA and the County Legislature, all new terms and conditions shall be implemented as soon as practicable.

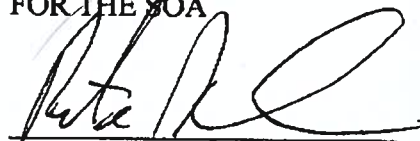
FOR THE COUNTY



George Latimer, County Executive

Date: 8/18/24

FOR THE SOA



Peter DiChiara, SOA President

Date: 8/16/24