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THIS AGREEMENT made the 6th day of September, 2000, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the STATE OF NEW YORK, and with offices in the County Office Building, 148 Martine Avenue, White Plains, New York, hereinafter designated as the "County" and the Westchester County Department of Correction Superior Officers Association, Inc., hereinafter designated as the "Westchester County Superior Officers Association" or "Union".

ARTICLE I

THE AGREEMENT

Section 1 - Definitions

Definitions as used herein. The following terms shall have these meanings:

"County" means the County of Westchester.

"Union" means Westchester County Department of Correction Superior Officers Association, Inc.

"Employee" means a person included in the negotiating unit defined in Section 2 below.

"Department" means Westchester County Department of Correction.

Section 2 - Negotiating Unit and Coverage

Negotiating Unit

The County-Employee negotiating unit in accordance with the Civil Service Law and Act number 84-1967 of the Board of Supervisors of Westchester County as amended to which the Agreement applies consists of Correction Officer Sergeant, Correction Officer Captain, Correction Officer Specialist, Correction Officer Assistant Warden, but excluding all other titles.

Coverage

The terms and conditions of the Agreement are applicable to all members of the Negotiating Unit, herein referred to as "Employees."

ARTICLE II

RECOGNITION AND DUES DEDUCTIONS

Section 1 - Recognition

The County recognizes the union as the sole and exclusive collective bargaining representative for the Employees in the Negotiating Unit.

Section 2 - Dues Deductions/Agency Shop

A. Authorizations

1. Subject to reasonable procedural requirements, the County will honor, during their effective period, individual assignments signed by Employees, authorizing the deduction of membership dues and/or insurance premiums of 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.

The service charge for Employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union.

B. Remittance

Dues and service charges will be deducted after each payroll period and will be remitted to the Union at least on a monthly basis.

C. Exclusivity

Dues deduction requests in favor of any "Employee Organization" other than the Westchester County Department of Correction Superior Officers Association, Inc. will not be honored for the employees covered by this Agreement.

ARTICLE III

WORK, WORKWEEK, WORKDAY

A. General

The present work schedules shall be continued

B. Definition of Work

"Hours worked" in general, includes all the time an Employee is required to be on duty, or on the County premises, or at a prescribed workplace, and all time during which the Employee is offered or permitted to work for the County, such as: County directed travel; attendance at County directed training programs; adjusting grievances; wash-up time where required, and other time as prescribed by the provisions of the U.S. Fair Labor Standards Act. Where an issued arises, the U.S. Fair Labor Standards Act tests shall apply.

C. Workweek and Workday

1. For payroll calculation purposes, the workweek shall be from Monday, one minute after twelve (12:01 A.M.), to the following Sunday, midnight (12:00 A.M.).

2. Except in an emergency, Employees on a rotating schedule shall be given at least twenty-four (24) hours notice of a change in their working schedule.

D. Seniority

Seniority shall be based on the following:

1. Rank
2. Length of Continuous Service in Rank
3. Promotional Test Score for that Rank
4. Length of Service with the Department of Correction
5. Length of Service with the County
6. First letter of Last Name

The parties agree that the intent of the parties is not to erode or diminish the vacation picks of those members who, prior to January 1, 1981, were credited with total County service in computing seniority for vacation pick. Those members will continue to pick vacation on the same seniority basis. It is further agreed that in the event that there is a tie in seniority, based on seniority with the Department for vacation picks that total time, as a County employee shall be used to break the tie. If the tie still remains, the determining factor will be the Employee's ranking on the Civil Service entrance examination.

E. Shift Assignments

When a shift opening exists, volunteers shall be considered for utilization prior to an involuntary transfer. Any dispute arising under these provisions shall be brought to the Commissioner. The Commissioner shall have two (2) weeks to make a decision. The Commissioner's decision is final.

ARTICLE IV

COMPENSATION

Section 1 - Classification and Compensation

A. Salaries

Any employee on payroll (active or inactive) as of August 1, 2000 qualifies for retroactivity. Persons not on payroll on August 1, 2000 qualify for retroactivity if, during the contract period, they died, were promoted out of the unit, retired, and/or resigned from the Department of Correction but remained a County of Westchester employee as of August 1, 2000.

EFFECTIVE

RANK

	Specialist	Sergeant	Captain	Assistant Warden
1/1/96	\$56,150	\$56,150	\$65,695	\$76,865
1/1/97	\$57,620	\$57,620	\$67,355	\$78,745
1/1/98	\$59,055	\$59,055	\$69,040	\$80,715
1/1/99	\$61,355	\$61,355	\$71,735	\$83,880

1/1/00	\$63,495	\$63,495	\$74,290	\$86,920
7/1/00	\$65,405	\$65,405	\$76,525	\$89,535
1/1/01	\$68,020	\$68,020	\$79,585	\$93,115
7/01/01	\$70,400	\$70,400	\$82,370	\$96,375

B. Job Posting and Promotions

1. All job and promotional opportunities shall be posted conspicuously on designated bulletin boards readily accessible to all Employees in the Department prior to the examination or filling of the positions to allow employees currently employed to apply for same.
2. In the absence of an eligible list for a position within the Negotiating Unit, the appointing authority shall first consider the qualifications of applicants who are currently in the Negotiating Unit, before considering applicants from outside the unit.
3. When promotional and/or provisional examinations for advancement opportunities within the employees occupational class is scheduled during working hours, the Employee shall be granted release time for such examination.

C. Job Posting Procedure

1. Procedure

The posting of job opportunities will remain displayed for the full fifteen (15) days from the date of initial posting.

2. Posting

- a. The Commissioner, or his/her representative, will post, in conspicuous places, an announcement of the vacancy, including a brief description of the duties, the required qualifications, and a contact person to whom resumes or applications should be referred.
- b. After fifteen (15) days, the resumes or applications received will be reviewed by the Appointing Officer.
- c. If the appointing officer does not choose one of the above initial applicants, he/she will request a posting of the vacancy, for five (5) days. The posting will remain displayed for an additional five (5) days.

Section 2 - Job Classification and Job Groups

The Union shall receive copies of all new titles and specifications and/or updating of titles and specifications that are to be used within the Department. The union shall also be furnished with a copy of any request to Civil Service for an examination-affecting members of the Westchester County Department of Correction.

Section 3 - Longevity

To qualify for retroactivity, an officer must be on the payroll (active or inactive) on either December 31, 1995 or August 1, 2000. Employees on the payroll (active or inactive) on December 31, 1995 and who either

retired, died, were promoted, and/or resigned from the Department of Correction, but continued to be employed by the County on August 1, 2000 in another capacity, qualify for retroactivity.

Effective January 1, 1996:

Employees shall receive longevity compensation in accordance with the provisions of this Section and without deviation.

1. After five (5) years of continuous County service, paid at the annual rate of one thousand five hundred (\$1,500.00) dollars.
2. After ten (10) years of continuous County service, paid at the annual rate of one thousand seven hundred (\$1,700.00) dollars.
3. After fifteen (15) years of continuous County service, paid at the annual rate of one thousand nine hundred (\$1,900.00) dollars.
4. After twenty (20) years of continuous County service, paid at the annual rate of two thousand one hundred (\$2,100.00) dollars.

Effective January 1, 1997:

Employees shall receive longevity compensation in accordance with the provisions of this Section and without deviation.

1. After five (5) years of continuous County service, paid at the annual rate of one thousand seven hundred and twenty five (\$1,725.00) dollars.
2. After ten (10) years of continuous County service, paid at the annual rate of one thousand nine hundred twenty five (\$1,925.00) dollars.
3. After fifteen (15) years of continuous County service, paid at the annual rate of two thousand one hundred twenty five (\$2,125.00) dollars.
4. After twenty (20) years of continuous County service, paid at the annual rate of two thousand three hundred twenty five (\$2,325.00) dollars.

Effective January 1, 1998:

Employees shall receive longevity compensation in accordance with the provisions of this Section and without deviation.

1. After five (5) years of continuous County service, paid at the annual rate of one thousand eight hundred (\$1,800.00) dollars.
2. After ten (10) years of continuous County service, paid at the annual rate of two thousand (\$2,000.00) dollars.

3. After fifteen (15) years of continuous County service, paid at the annual rate of two thousand two hundred (\$2,200.00) dollars.
4. After twenty (20) years of continuous County service, paid at the annual rate of two thousand four hundred (\$2,400.00) dollars.

Effective January 1, 1999:

Employees shall receive longevity compensation in accordance with the provisions of this Section and without deviation.

1. After five (5) years of continuous County service, paid at the annual rate of one thousand nine hundred (\$1,900.00) dollars.
2. After ten (10) years of continuous County service, paid at the annual rate of two thousand one hundred (\$2,100.00) dollars.
3. After fifteen (15) years of continuous County service, paid at the annual rate of two thousand three hundred (\$2,300.00) dollars.
4. After twenty (20) years of continuous County service, paid at the annual rate of two thousand five hundred (\$2,500.00) dollars.

Effective January 1, 2000:

Employees shall receive longevity compensation in accordance with the provisions of this Section and without deviation.

1. After five (5) years of continuous County Service, paid at the annual rate of two thousand (\$2,000.00) dollars.
2. After ten (10) years of continuous County service, paid at the annual rate of two thousand two hundred (\$2,200.00) dollars.
3. After fifteen (15) years of continuous county service, paid at the annual rate of two thousand four hundred (\$2,400.00) dollars.
4. After twenty (20) years of continuous County service, paid at the annual rate of two thousand six hundred (\$2,600.00) dollars.

Effective January 1, 2001:

Employees shall receive longevity compensation in accordance with the provisions of this Section and without deviation.

1. After five (5) years of continuous County Service, paid at the annual rate of two thousand one hundred (\$2,100.00) dollars.

2. After ten (10) years of continuous County service, paid at the annual rate of two thousand three hundred (\$2,300.00) dollars.
3. After fifteen (15) years of continuous County service, paid at the rate of two thousand five hundred (\$2,500.00) dollars.
4. After twenty (20) years of continuous County service, paid at the annual rate of two thousand seven hundred (\$2,700.00) dollars.

Longevity payments shall be made by a "lump sum payment" in the first (1st) pay period in December of each year of eligibility, and the year of termination, the "lump sum payment" shall be prorated.

Continuous service is not interrupted by the following:

- a. Ordered military leave
- b. Authorized leave of absence
- c. Termination of employment followed by a reinstatement or rehiring within one (1) year. Such time off, except as provided by Military Law, shall not be deducted from County service.

Longevity credits begin on the date of hire as a County Employee.

Section 4 - 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 5 - On-Call Time

For the purpose of the Agreement, On-Call Time is time that an Employee is not actually on duty but has been directed to be continuously available by furnishing the supervisor a place where the Employee can be reached.

1. An Employee who is ordered to be On-Call shall be paid at applicable hourly rate:
 - a. Two (2) hours for every eight (8) hours time on the weekdays.
 - b. Three (3) hours for every eight (8) hours time on weekends, beginning Saturday day one minute after twelve (12:01) a.m. to Monday one minute after twelve (12:01) a.m. and on holidays.
 - c. Compensation for On-Call Time shall be pro-rated, but not less than one-half (1/2) hour for each continuous period of On-Call time.
2. Except as may be provided by law, On-Call Time will not be included in the computation of overtime.

Section 6 - Out-Of-Title Guarantee

1. When an Employee is directed to perform substantial duties of a higher classification on a regular basis for more than fifteen (15) consecutive work days, said Employee shall be paid at least the

lowest rate currently paid in such higher classification for the duration of said assignment, which shall not be lower than the Employee's current rate, retroactive to the first day of each assignment

2. Employees directed to perform the duties of a lower classification shall suffer no change in their rate of pay because of such assignment.

Section 7 - Calculation of Rates of Pay

Regular Straight Time Rate:

For the purpose of payroll computation and payment of an Employee's annual salary, a regular rate of pay consisting of a straight time hourly rate shall be calculated by dividing the annual salary by the number of working days in that particular year, and then re-dividing this figure by the number of working hours in the day.

All employees are considered to be working a thirty-five (35) hour work week.

Section 8 - Overtime

A. Overtime Defined

Overtime is time worked in any workweek over and above the hours worked in an Employee's basic workweek, or at a time previously scheduled as a holiday.

B. Overtime Pay

1. Where paid overtime is required, and directed, it shall be paid at the following rates:
 - a. Hours worked above the basic workweek shall be paid at the Employee's regular straight time rate for the first five (5) hours worked within a workweek; in addition to their regular schedule, and at the rate of time and one-half (1 1/2) for hours worked above five (5) hours in addition to regular schedule within the same workweek.
 - b. Overtime computations for Employees paid on a bi-weekly pay basis shall be computed for each workweek in the pay period.
 - c. At the sole option of the Employee, such overtime shall be payable in either cash or in supplemental time.
 - d. If the Employee elects cash payment for overtime, such payment shall be by separate check.

2. Pension Credit

In conformity with the provisions of the New York State Retirement System (to the extent permitted), the amount received as overtime compensation under this Article and all other regulations shall be regarded as salary or compensation for the purposes of such pension or retirement system.

3 Supplementary Time

- a. All supplementary time shall be accrued at the rate earned.
 - b. All supplementary time accrued within a calendar quarter must be used prior to the end of the next calendar quarter. Any supplementary time not used within the prescribed period as specified, will be paid off in cash at the Employee's applicable rate. However, at the employee's sole and exclusive option, the employee may convert supplementary time to sick time on an hour for hour basis.
 - c. Should a certified supplementary time balance remain at the time of an Employee's death, resignation, or termination, such time will be paid at the Employee's then applicable regular straight time or overtime rate to either the Employee or the Employee's beneficiary or estate, as the case may be.
4. An employee's regular starting or quitting time will not be changed on a day on which extra work hours are assigned in order to avoid overtime paid. A change in shift or workweek within a workweek may not be used to deprive an Employee of overtime pay that would otherwise have been earned in such workweek.

C. **Overtime Equalization**

The department will endeavor to equalize paid overtime over at least three month intervals, as far as practical, by skill, classification, or shift, within a supervisory unit of a department. For purposes of this clause, an employee who requests to be excused and is excused by the supervisor from working available overtime shall be considered to have worked such overtime for the purpose of equalization.

D. **Notification of Overtime**

Employees who are to be held over on overtime shall be given, except when not practical, at least half an hour prior notice and afforded an opportunity to notify their family that they are working an overtime shift.

E. **Time Properly Absent**

In computing time worked, all paid time properly absent for legal holidays, sick leave, vacation, personal leave and supplementary time off shall be included as the equivalent of time worked.

F. **Call-Back Pay**

Except for pre-scheduled work and/or emergency work immediately prior to or after the Employee's normal work day, or on the Employee's scheduled day off shall be paid in cash for the actual hours worked with a minimum guarantee of four (4) hours pay at the applicable rate.

Section 9 - Differentials and Allowances

A. Shift Differential

Effective January 1, 2000 all employees who have a regular starting time of 1 o'clock p.m. or later, or have a regular quitting time of 12 o'clock noon or earlier, shall receive additional compensation of \$90.00 per week while regularly working such second or third shift hours. To qualify for retroactive payment of the differential, an officer must be on the payroll (active or inactive) on or after January 1, 2000.

Effective January 1, 2001, all employees who have a regular starting time of 1 o'clock p.m. or later, or have a regular quitting time of 12 o'clock noon or earlier, shall receive additional compensation of \$100.00 per week while regularly working such second or third shift hours.

Employees shall receive shift differential for working a full qualifying shift on overtime.

B. Mileage Allowance

1. Employees will be reimbursed at the rate of thirty four and one-half (34.5) cents per mile where a private car is used with prior County authorization on County business. This reimbursement is provided for other County employees.
2. Employees who regularly use private cars on County business shall conform with requirements submitted through the Director of Risk Management. Regular use shall be defined as five (5) days or more within a month.

C. Meal Reimbursement Allowance

The meal schedule specified in the County Travel Policy Rules and Regulations shall be in accordance with the following or the general County rate, whichever is higher.

	<u>Without Receipt (Allowance)</u>	<u>With Receipt (Reimbursement)</u>	<u>With Receipt (Out of County)</u>
Breakfast	\$3.00	\$4.00	\$ 6.00
Lunch	\$5.00	\$6.00	\$ 8.00
Dinner	\$7.00	\$9.00	\$20.00

When traveling out-of-County on official business, employees shall be reimbursed for meals pursuant to the County travel and meal policy promulgated by the Finance Commissioner of Westchester County during the year 1986.

ARTICLE V

LABOR-MANAGEMENT COMMITTEE

The County and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider subjects of mutual concern affecting Corrections Department employees and the Department. Matters not subject to the grievance procedure shall be appropriate items for consideration by the Committee.

The Labor-Management Committee shall consist of ten (10) members who shall serve for the term of this Agreement. The Union shall designate five (5) members and the Commissioner shall designate five (5) members. Vacancies shall be filled by appointing party for the balance of the term to be served. Each member may designate one (1) alternate. The Committee shall select a chairperson from among its members at each meeting. The Chairmanship of the Committee shall alternate between the members designated by the Commissioner and the members designated by the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall make its recommendations to the Commissioner, and the Union in writing.

The Labor-Management Committee shall meet at least monthly at times mutually agreeable to both parties. At least one (1) week in advance of a meeting the parties shall exchange a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

ARTICLE VI

SAFETY HEALTH EQUIPMENT AND FACILITIES

Section 1 - Uniforms and Equipment

A. First-Aid Equipment

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

B. Lockers

Lockers will be provided at work sites, secure from the prison population. The County agrees to placement of a trailer equipped with lockers and a full bathroom and a kitchen, to be used by employees assigned to the Women's Unit. These lockers shall be large enough to store departmental Stetson hats, jackets, shirts, and pants.

C. Safety Equipment

Special safety equipment required by the Director of Risk Management will be supplied without cost to the Employees.

D. 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 Commissioner of Correction without cost to the Employee including reasonable periodic cleaning.

Section 2 - Parking

The County shall provide adequate and free parking at the work sites.

Section 3 - Transportation

Employees who, as a result of severe weather conditions, are transported from their homes or from public transportation to the work site by the County shall, if the Employees so request, be provided with return transportation to where they had been picked up.

ARTICLE VII

HOLIDAY WITH PAY

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

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

2. 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.
3. All Employees required to work on any of the above-listed days, not the in-lieu-of day, will not receive the regular day's pay; rather, the Employee(s) will be paid at the rate of time and one-half for the hours worked that day and granted an additional day off (hour for hour).
4. Additional days off with pay shall be granted for time earned due to working on holidays and/or for holidays falling on an Employee's scheduled day off. Holiday time balances shall be kept separate from any other time bank. Said balances must be used prior to the end of the next calendar quarter. If this balance is not used within the prescribed period, it will be paid off in cash at the Employee's then applicable regular straight time rate.
5. Once approved, holiday time may not be cancelled by the Department within forty-eight (48) hours of the time it is to be taken, unless a bona fide emergency exists.

6. Should any additional holiday balances remain at the time of an Employee's death, resignation or termination, such 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.
7. The practice of scheduling holidays as Annual Leave is to be continued with members having the option of floating seven (7) holidays for individual use.

Section 2 - Sick Leave

1. All newly hired Employees will be credited with five (5) sick days on the Employee's first (1st) day of service. After the Employee completes five full calendar months (each of which begins on the first (1st) of the month), the Employee will thereafter be credited with sick leave at the rate of one (1) day per completed calendar month.
2. All current Employees will be credited with sick leave at the rate of one (1) day per completed calendar month. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness, childbirth, 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.
3. 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.

Section 3 - Family Sick Leave

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

Section 4 - Bereavement Leave

- A. Employees shall be entitled to five (5) workdays of paid leave in the event of the death of a member of the Employee's immediate family or domestic partner.
- B. Additional leave time shall be granted to an Employee, if requested by the Employee, and such additional leave time shall be deducted from the Employee's accumulated time and 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 Leave

A. Pregnant Employee

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 pregnancy to the County.

A pregnant Employee, upon filing appropriate medical evidence that she is unable to perform the duties of her position due to the pregnancy, shall be permitted to use any annual leave, personal leave, supplementary time, holiday leave and/or sick leave for the period of her disability and shall be eligible for extended sick leave.

While on maternity leave the Employee may continue to use any or all leave she has accumulated.

Upon her request to the County, the Employee shall be granted a leave of absence without pay for a maximum period of seven 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.

B. Minimum Contact Assignment

Pregnant Employees, upon request and certification as to their pregnancy by a physician, shall have the option of being transferred to a post where there is minimum contact with the inmate population.

It is agreed that if a pregnant Employee requests a minimum contact assignment, such Employee may replace, for the duration of such minimum contact period, an employee normally assigned to that post and/or assigned within that Division.

Section 7 - Jury and Court Appearance Leave

An Employee required to serve as a juror or to appear in court or to appear in court pursuant to subpoena or court order, except when the personal interest of the employee is 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.

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 the career training program.

Section 10 - Leaves without Pay

1. Any Employee who for any reason desires to secure a leave of absence from employment duties may apply for such leave. The Department Head may approve or disapprove this request for any reason. The approval or denial for such leave of absence without pay shall be in written form, signed by the Department Head and the Employee affected.
2. When a leave of absence without pay has been granted, or extended by the Personnel Officer, for a period of one (1) year, subsequent leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay.
3. Absence for more than thirty (30) continuous days under this Section may cause adjustment in time for considering increments.
4. 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.
5. (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 for the Employee's position in County service and the Employee has not had full-time employment outside of County service during the period of absence, between semesters excepted.
6. Vacation, personal and sick leave credits may not be earned while absent for more than thirty (30) days under the provisions of this Section.

Section 11 - Line of Duty, Injury or Illness

- A. It is agreed that Employees shall be covered by all of the rights, benefits and obligations of Section 207C of the General Municipal Law.
- B. An Employee seriously injured, or who becomes seriously ill while on duty, who requires medical transport at an Emergency Room shall be accompanied to the emergency room by another member of the Bargaining Unit.

ARTICLE VIII

VACATION WITH PAY

Section 1 - Vacation with Pay (Annual Leave)

- A. Annual Leave will be granted as follows:
 1. An Employee who is employed prior to April 1st will be entitled to one (1) week (Five (5) workdays) vacation after six (6) months of service.

2. On January 1st an Employee who has had less than one (1) year of service will be entitled to two (2) weeks (ten (10) work days) vacation after six (6) months of service.
3. On January 1st an Employee who has more than one (1) year of service will be entitled to three (3) weeks (fifteen (15) workdays) vacation.
4. An employee who has more than ten (10) years of 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 (20 days) vacation, as follows:

Years	Vacation Days
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

Annual leave is to be used in the year in which it is earned except that with the approval of the Department Head and the Personnel officer, annual leave earned in one (1) year may be used in the second (2nd) year, but no more than two (2) years of annual leave may be used in any one (1) year.

Notwithstanding any of the above an Employee can carry over into each subsequent year a maximum of ten (10) days of unused vacation.

The County may, at its discretion, offer to buy back vacation time. However, the offer must be made to all officers on the same terms and conditions.

5. In the calculating of the time allowed for vacations, intervening holidays shall not be considered vacation days.
6. For the purposes of vacation time due an employee, seniority shall be based on length of service with the County.
7. For the purposes of vacation pick seniority shall be as defined in Article III, Section 1, D of this Agreement.
8. Vacations shall commence immediately following the employee's normal off-duty days.
9. Annual leave is to be taken with departmental approval so as not to interfere with the operations of the department. Such approval shall not be rescinded unless a bonafide emergency exists.
10. In addition to any other provision of this contract, annual leave may be used for family illness.
11. Employees returning to work from a job injury shall be treated no less well than newly hired employees with regard to vacation entitlement except that the six (6) month waiting period does not apply.

B. **Seniority List**

The commissioner shall maintain a seniority list of Specialists, Sergeants, Captains, and Assistant Wardens, based on length of service with the County, date of employment with the Department and time in rank, and shall on a quarterly basis forward a copy of same to the Union.

C. **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, leave without pay, military leave, and periods outside of County service.

D. **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 IX

LEAVES

Section 1 - Personal Leave

1. 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 except as set forth in "a." below. Once approved, personal leave may not be cancelled by the department within forty-eight (48) hours of the time it is to be taken, unless a bonafide emergency exists. Personal leave shall not be unreasonably denied.
 - a. The parties agree that at least one (1) employee of each rank, from each facility, from each tour shall be granted personal leave or supplementary time off if requested by the Employee. Except that the parties agree that at least two (2) Sergeants from the jail facility during the 7-3 and 3-11 shifts shall be granted personal leave or supplemental time off if requested by the employee.
2. 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 prior to April 1st will be credited with two and one-half days of personal leave after six (6) months of service for use in their first calendar year.
3. On December 31st of each year, unused Personal Leave shall at the Employees option, be credited to such leave or to Annual Vacation to be taken in the following calendar year.

If credited to vacation, this time will be in addition to the vacation carryover provisions of Article VIII. Section 1-A (4).

ARTICLE X

INSURANCES 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 current health insurance plan shall remain in effect for the duration of this contract. The deductibles shall be \$140 per person and \$420 per family. The employee shall be obligated to pay \$3.00 for each use of the prescription drug card. Included in the health insurance plan is a \$3,000.00 per year psychiatric benefit.
2. In the event of a death in the line of duty of an employee who has been employed by the County for at least ten (10) years, the Employee's Dependents shall be covered by fully paid hospitalization. Continued eligibility for this coverage by these dependents will be governed by the rules that apply to the dependents of living Negotiating Unit members.
3. All superior officer employees who retire after January 1, 1999 who are eligible for health benefits into retirement shall not be required to pay any of the difference between the cost of family and individual health benefit coverage.
4. All superior officer employees who retire after January 1, 1999 who are eligible for health benefits and who marry after retirement, shall receive family health benefit coverage at no cost.

B. Health Maintenance Organization

1. The County will make payments to any Health Maintenance Organization offered to Employees at a rate equivalent to the premium rate for the County 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 the 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. Employees on the payroll prior to January 1, 1982, shall be required to pay the premium rate difference between the H.M.O. rate, and the rate of premium of the County Health Insurance Plan.
2. Employees hired on or after January 1, 1982, who enroll in the family plan coverage shall be required to pay fifteen dollars (\$15) per month toward such premium, in addition to the difference between the premium rate paid by the County on behalf of all other employees to the new Health Insurance carrier, and newly hired employees in the single plan coverage shall be required to pay ten dollars (\$10) per month toward such premium, in addition to the difference stated herein.
3. For "H.I.P." enrollees as of May, 1977 who subsequently switch to a Health Maintenance

Organization, the County will continue to make payment to the Health Maintenance Organization the premium rate equivalent to the premium rate of H.L.P. In no event will the County be required to make a contribution greater than the total contribution required by the Health Maintenance Organization.

C. Domestic Partner

The current POMCO Health Care Plan will be amended to provide "domestic partner" language in accordance with the NYSHIP (Empire) Plan as administered by the State of New York.

Section 2 - Endangerment - Life Insurance - Contagious Diseases

The County will purchase a life insurance policy in the amount of one hundred thousand (\$100,000) dollars for Employees exposed to danger to life in the Department of Correction.

Employees who are exposed to contagious diseases will be informed by the Department and shall upon request be entitled to a medical evaluation paid for by the County.

The County will adopt a uniform policy regarding inmates who may have a contagious disease. This policy shall include notification, housing, transportation and precaution procedures.

Section 3 - Retirement

The County will continue to participate in, and to make contributions to, the New York State Employee's Retirement System on behalf of eligible Employees, toward the following Employees retirement benefits:

Options - As provided in New York State Employee's Retirement Law

1. Non-contributory "25 Year Career" Plan (Section 75g)

Eligibility for retirement allowance for all members, if age fifty-five (55). However, where members retire with twenty-five (25) or more years of service, basic guaranteed retirement allowance (including annuity purchased by member's age sixty (60) plan rate contributions on earnings before April 1, 1960) will be one-half (1/2) of final average salary for the twenty-five (25) years of service (25/50) plus 1/60 of final average salary for each year of service over twenty-five (25).

2. Non-contributory "20 Year Career" Plan (Section 75i) - Tier I

(For Employees enrolled prior to July 1, 1973) Continued eligibility for retirement allowance for all members at age fifty-five (55), but improved basic guaranteed retirement allowance (including annuity purchased by member's age sixty (60) plan contributions on earnings before April 1, 1960) for persons who retire with twenty (20) or more years of service, the basic guaranteed allowance would be 1/50 of final average salary per year of service.

(A limitation on this allowance is that the pension portion (which is exclusive of annuity provided by the member's contributions) cannot exceed 3/4 of final average salary.)

3. **Non-contributory Modified "20 Year Career" Plan (Section 75i) - Tier I**

Eligibility for retirement allowance is age sixty-two (62). Retirement at age fifty-five (55) will be permitted with reduced benefits. There is a pension limitation of sixty (60%) percent of final average salary, if under twelve thousand (\$12,000) dollars. There is a pension maximum if final salary is over twelve (\$12,000) dollars and fifty (50%) percent of excess.

4. **Coordinated - Escalator Retirement Plan (Section 500) - Tier III**

(For those Employees who last became members on or after July 1, 1976) Members are required as of January 1, 1977 to contribute three (3%) percent of gross salary to the retirement plan through payroll deductions - Membership is mandatory. Retirement benefit with twenty (20) or more years of service is 1/50th of final average salary for each year of credited service (to a maximum of thirty (30) years) less fifty (50%) percent of the Primary Social Security Retirement benefit. Retirement at age fifty-five (55) to sixty-one (61) is at reduced proportionate rate.

B. **Added Service Credit**

1. For those members who exercised the prerogative of purchasing World War II military service their benefits will remain in full force and effect. This benefit was not available after June 30, 1972.
2. Privilege of members, who had service as a member of any other Retirement System operated by the State of New York or subdivision of the State (c.g. N.Y.S. Teacher's Retirement, New York City Retirement Systems) but who failed to exercise prerogative of transfer, to now regain credit for that service by making the member contributions. (Section 43 and 343): and
3. Recovery of privilege of having service credited for past period of military leave without pay by members who, by failing to initiate or make required contributions within the prescribed period of time, (five (5) years after restoration of employment), did not originally avail themselves of this privilege, (Section 243, Military Law).

C. **Application of Unused Sick Leave**

Application of unused sick leave as additional service credit upon retirement, (Section 41j and 341j). This would apply to members for whom the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulations, written order or written policy. Allowable unused sick leave credit would be limited to one hundred sixty-five (165) days and applied as additional service credit on a calendar day basis (i.e., one hundred sixty-five (165) days - approximately five and one-half months).

D. **Sick Leave Buy-Out**

Effective January 1, 1992, all unused accumulated sick leave shall be compensated for upon retirement at fifty (50) percent of the daily rate of pay at the time of retirement. No employee shall receive this benefit who has less than fifty (50) days of accumulated sick leave at the time of retirement. This fifty (50) percent formula shall not apply to any accumulation above one hundred and twenty (120) days.

E. **Death Benefits**

1. **For Employees Enrolled Prior to July 1, 1973 - Tier I**

Guaranteed minimum death benefit of three (3) times annual rate of pay (rounded to next higher multiple of one thousand (\$1,000) dollars, but limited to twenty thousand (\$20,000) dollars, (Section 60b and 360b)).

2. **For Employees Enrolled On/And After July 1, 1973 – Tier II**

At time of enrollment into the retirement system, the Employee chooses the death benefit.

a. **Death Benefit One**

One (1) month's salary for each full year of service up to a maximum of three (3) years salary upon the completion of thirty-six (36) full years of service. No benefit paid after retirement.

b. **Death Benefit Two**

After one (1) year of service, benefits will equal the annual salary. After two (2) years of service, benefits will equal two (2) times annual salary. After three (3) years of service, benefits will equal three (3) times annual salary. However, the benefit is subject to the limitations provided in Section 448 of the Retirement Law.

3. **For Employees Enrolled On/And After July 1, 1976 - Tier III**

Death Benefit

CO-FSC members with eligible beneficiaries (as determined by law) who are age fifty-two (52) or younger when entering service and who die in service before attaining age sixty (60) are eligible for the following benefit: At least one (1) year but not more than two (2) years of service, benefit amount is one (1) times final year's rate of pay (\$20,000) maximum: At least two (2) years but not more than three (3) years of service, benefit amount is two (2) times final year's rate of pay (\$40,000) maximum: Three (3) or more years of service, benefit amount is three (3) times final year's rate of pay (\$50,000) maximum

At age sixty (60), the benefit is reduced by ten (10%) percent each year thereafter.

Members meeting the above requirements, who are age fifty-three (53) or over at the time of entering service, are eligible for the above benefit but with the following benefit amounts:

Age Entering Service	Maximum
53	\$40,000
54	30,000
55	20,000
65 & over	1,000

Members without eligible beneficiaries are covered by the schedules shown above with a \$3,000 maximum.

4. **25 Year Retirement Plan**

The County has made available to all Employees Section 89-a of the New York State Social Security and Retirement Law which provides for retirement of certain members, if the Westchester County Department of Correction, after completion of twenty-five (25) years of credible service, at one half (1/2) pay, regardless of age.

5. **Welfare Fund**

The County shall forward the sum of \$1,030.00 per employee per year to the S.O.A. Welfare Fund Trustees to cover the period January 1 through December 31, 1999.

The County shall forward the sum of \$1,130.00 per employee per year to the S.O.A. Welfare Fund Trustees to cover the period January 1, 2000 through December 31, 2000.

The County shall forward the sum of \$1,230.00 per employee per year to the S.O.A. Welfare Fund to cover the period after January 1, 2001.

All monthly payments shall be made within 15 days of the close of each month. Payments will be made on a monthly basis based on the number of members carried on the last payroll of each preceding month period.

Effective September 1, 1999 the County shall forward the agreed to sums S.O.A. Welfare Committee Trustees per each retired employee who retires after January 1, 1999. Payments will be made on a monthly basis based on the number of retired members retiring after January 1, 1999 and shall be made within 15 days of the close of the month.

- a. The fund shall be administered by a Board of Trustees with the county having one (1) trustee and the Union three (3) trustees. The County trustee shall not have a vote in the selection of a particular benefit.
- b. The Board of Trustees of the Welfare Fund shall, on the request of the County and/or the Union prepare or cause to have prepared an audit of the Welfare Fund. The cost of such audit shall be paid by the party requesting such audit.

Section 4 - Emergency Sick Leave Bank

1. **Provisions**

The provisions of this Section 4 - Emergency Sick Leave Bank shall not become effective until mutually agreed by the Union and the County and the provisions set forth below are subject to change upon mutual agreement.

2. **Eligibility**

The County and the Union, realizing the economic effects of a long-term illness on any Employee, have joined together in establishing a voluntary Emergency Sick Leave Bank. All Employees who

are represented by the Negotiating Unit of the Union and have completed at least one year of continuous County service, shall be eligible to join. Membership is earned when an employee voluntarily contributes two (2) days their earned sick leave time to the bank.

3. **Emergency Sick Leave Board**

An Emergency Sick Leave Board consisting of three (3) members (Trustees) of the Negotiating Unit shall be appointed by the Union President.

The Board shall administer the bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it, within ten (10) working days.

Decisions by the Board are final, subject to County approval that the Board acted in compliance with Section 4(4.4) of this Article. If the County rejects the Board's determination and finds that the Board did not act in compliance with 6(1), the dispute will immediately be filed with the American Arbitration Association for a hearing and final determination.

4. **Contributions**

All completed Emergency Sick Leave Bank Contribution Forms must be received by the Board by the first of February of each year.

Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them, by the Union.

When the Board decides that the bank's remaining number of sick days has reached a level that requires further contributions, they will notify each member of this fact in writing, and will request a further contribution of one (i) or more days. Membership in the bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

5. **Eligibility For Benefits**

An enrolled member who has exhausted all of their accumulated time credits and is suffering from a prolonged or disabling illness or mental incapacitation and is not entitled to benefits as defined in Article VII Section 11. (Section 207C of the General Municipal Law) is eligible to apply to the Sick Leave Board. The member must complete the "Application for Emergency Sick Leave Bank Benefits" form and shall provide the Board with any documentation deemed necessary by them with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reason, including improper use of accumulated time credits, i.e.: Suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.

After finding that the application meets the requirements described above, the initial application maybe granted for up to forty (40) working days. Vacation, personal leave and sick leave credits shall not be earned for periods when an employee is on such leave with pay.

6. Renewal of Application

If after making its original determination it is found that a working member's recovery shall require more than forty (40) working days, the Board shall reconvene to determine renewal of the application for up to an 'additional forty (40) days. However, the maximum number of days the Board may allocate for any one illness shall not be for more than one (1) work year.

ARTICLE XI

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 - Formal Action

An Employee shall at all times, on request, be entitled to have present a representative of the Union designated in accordance with the Agreement when being formally reprimanded, for the record, following an investigation. Following an investigation, if it is determined that an Employee, will receive a formal reprimand, then the Employee and the Union will be notified by registered mail, with return receipt requested, of the time and place where such reprimand shall be administered and the Employee shall be entitled to have a representative of the Union present if the Employee desires. Formal action does not pertain to normal progress, performance, an evaluation, interviews or observations. All formal reprimands for any alleged infraction shall be made with due regard for individual privacy.

Section 4 - Personnel Records

- A. No complaint or report (other than normal classification and assignment status, payroll and attendance records) adverse to an Employee will be retained in the Employee's departmental personnel file unless the Employee has had an opportunity to read same and to provide a response to be filed therewith. Except for pre-employment materials deemed confidential, an Employee may be permitted to examine the file at reasonable intervals and to make copies of items therein.
- B. If an Employee has submitted a grievance regarding an evaluation and/or written reprimand that has been included in the Employee's departmental personnel file, the decision and any action resulting shall be included therewith.

- C. All adverse material shall be removed from an Employee's personnel file after eighteen (18) months of original placement if the employee so requests.

Section 5 - The Grievance Procedure

Rights 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 thereof.

A. Grievance Defined

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the Agreement, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve Employee health or safety, physical facilities, materials, or equipment furnished to Employees or supervision of Employees; provided, however, that such term shall not include any matter involving an Employee's classification or allocation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law, or as to any matter as to which County is without authority to act

B. General

1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final decision of the grievance.
2. The aggrieved Employee may request the Union Representative to assist and be present at the initial presentation of the grievance and at any hearings that may take place.
3. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant, or sixty (60) days for "Out-of-Title" job grievance.
4. A Union-County or County-Union grievance under the Agreement shall be filed in writing signed by the grievant.
5. The time limits provided in the Grievance Procedure stated below may be extended by mutual agreement of the aggrieved Employee, the Union representative and the representative of the County.
6. A grievance submitted at Step 1 must be answered in writing.

C. Grievance Procedure

Step 1

1. The aggrieved Employee or Union submits the grievance in writing to the Commissioner.
2. The Commissioner or his designee shall respond in writing within fifteen (15) working days of receipt of the grievance.

3. If the aggrieved Employee or Union receives no answer from the Commissioner or his designee within fifteen (15) working days mentioned above, the grievance shall be deemed to have received a negative answer.

Step 2

1. In the event that the grievance is not adjusted under Step 1, the Employee or the Union, through its Grievance Committee, may within fifteen (15) working days from the date of the Commissioner or his designee's response (or within fifteen (15) working days of the submission of the grievance if no response was given, submit such grievance in writing to the Director of Labor Relations.
2. The Director of Labor Relations or his designee shall hold an informal hearing at which the aggrieved Employee and the Union representative may appear and present oral and written statements of argument.
3. The Director of Labor Relations shall respond in writing within fifteen (15) days of the hearing.
4. If no hearing is held or response given by the Director of Labor Relations or his designee within fifteen (15) working days of receipt of the grievance, the grievance shall be deemed to have received a negative response.

Step 3

1. In the event that the grievance is not adjusted under Step 2 or no hearing is held, it may, at the request of either the County or Union, be submitted within fifteen (15) working days of receipt of the Step 3 answer or negative response, to a mutually agreed upon Arbitrator.
2. In the event that an Arbitrator *cannot be* agreed upon within fifteen (15) working days of receipt of the 3rd Step grievance, such grievance shall be referred to the American Arbitration Association for resolution under its voluntary rules.
3. A grievance dispute arising under any terms of the Agreement involving County policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.
4. The report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, conclusion and recommendation which shall be binding on all parties to the proceedings.
5. The County and the Union shall bear equally the Arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.
6. The parties agree to establish a panel of three-(3) arbitrators to be used on a rotating basis as the permanent panel for resolving disputes under this contract.

ARTICLE XII

UNION STATUS AND RIGHTS

Section 1 - Representation Rights

Access 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.

Organization Rights

Employees shall have the right to join and participate in the Union.

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.

Posting & Communication Rights

1. The Union shall have the right to post notices of its legitimate activities on Union bulletin board provided by the County in each County building or subdivision offices owned or leased by the County.
2. The Union may use the County inter-office mail service for bulk transmittal of communications to Employees for distribution through Union representatives.
3. No communications posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization, or group.

Section 2 - Union Activity

- A. The President shall be entitled to maintain his/her present schedule to administer the contract, handle grievances, and conduct Labor Relations. The President shall at all times be free of assigned duties within the Department.
- B. The Union Vice President shall be entitled to the release time schedule while the President is on authorized leave.
- C. The Union President shall designate a member or members of the bargaining unit who will be entitled to an aggregate of one hundred fifty (150) days per year to administer the contract, handle grievances and conduct Labor Relations. During those one hundred fifty (150) days, these individuals shall be free of assigned duties within the Department. It is agreed that the designees will select his/her release days within three (3) days of the release of the monthly schedules.

a. **Negotiating Unit Representatives**

1. Duly authorized representatives of the Union shall be permitted to transact official Union business directly related to the administration of the Agreement on County property during the workday 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 representatives as County Employees.
2. When a Union representative meets by agreement with a County representative during the workday, such meeting shall be without loss of pay.
3. Each member of the bargaining committee shall be entitled to three (3) days off with pay for negotiation preparation meetings.

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.

Section 3 – Union Meetings

On the written request of the Union, the County will approve paid absences by Union representatives for attendance at Union meetings, up to a maximum of thirty (30) days annually during the life of the Agreement.

ARTICLE XIII

GENERAL PROVISIONS

A. **Tuition Reimbursement**

It is agreed that the County will establish a tuition reimbursement plan. The procedures of the plan shall be identical to the County/C.S.E.A. tuition reimbursement plan. The expenditure of the County shall not exceed \$5,000.00 per year for the Negotiating Unit.

B. **Day Care**

Employees will be entitled to share in any day care plan established by the County that applies to employees represented by the C.S.E.A.

C. **Meals**

Meals will be provided for employees on the 11-7 shift on a sign up basis. Employees who wish such meals must sign up at least one week in advance. Employees will be charged for these meals whether or not they are actually eaten. These meals will be "line" meals.

ARTICLE XIV

BILL OF RIGHTS

The County of Westchester and the Westchester County Superior Officers Association, recognize that, during the performance of duties involved by the Employees in many important contacts and relationships with the public and the inmate population, questions may arise concerning the actions of members of the Department. Such questions may require prompt investigation by superior officers as designated by the Commissioner or other competent authority.

To insure that such investigations are conducted, in the proper manner, while observing and protecting the individual rights of each Employee of the Department, the parties hereby agree that there shall be a formal internal investigation procedure established for the review of Employee activity or civilian complaints, and shall be conducted in accordance with the following:

- a. It is understood by the parties that the supervision of Employees by the County is not to be encumbered by the review procedure;
- b. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the circumstances of the investigation dictate otherwise;
- c. The interrogation shall take place at a location designated by the Commissioner, or the officer in charge of the investigation;
- d. The Employee shall be informed of the name and rank of the interrogating officer in charge of the investigation, and all other persons present at the interrogation. If an Employee is directed to leave a post and report for interrogation to another post, the Employee's superior shall be promptly notified of the Employee's whereabouts;
- e. The Employee shall be informed of the nature of the investigation before any interrogation commences. The names and addresses of the complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the Employee of the allegations should be provided. If it is known that the Employee being interrogated is a witness only, the Employee should be so informed at the initial contact;
- f. The questioning shall not be overly long, and shall be completed with reasonable dispatch. Times shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;
- g. The Employee shall be given an exact copy of any written statements the Employee may execute. If questioning is mechanically or stenographically recorded, the Employee shall be given access to same. During the complete interrogation, there shall be no "off the record" questions, except at the request of the investigating officer. All recesses called during the questioning shall be recorded;
- h. The Department shall afford an opportunity for the Employee, if the Employee so requests, to consult with a Union representative before being questioned concerning any violation of rules and regulations, provided the interrogation is not unduly delayed. However, in such

cases, the interrogation may not be postponed for purposes of Union representation beyond 10:00a.m. of the day following notification of interrogation. A representative of the Union may be present during the interrogation of the Employee, if so requested by the Employee;

- i. If an Employee is under arrest or is likely to be, that is if the Employee is a suspect or the target of a criminal investigation, the Employee shall be given the rights pursuant to the Miranda Decision;
- j. The aforementioned procedure will be observed by all Superior officers and all other officers of the Department while conducting investigations of the actions of the Employees.

ARTICLE XV

CONFORMITY WITH LAW

Section 1 - Employee Protection Under the Law

Nothing contained in the Agreement shall be construed to deny any Employee his rights under 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.

Section 2 - Priority of Agreement

Where the provisions of the Agreement are in conflict with County policy, as stated in County Personnel Rules and manual of personnel policy and procedure, the 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, including Step 4.

Section 4 - Legislative Action

"PURSUANT TO LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 XVI

INTEREST ARBITRATION

In consideration for substituting Article XVII for Appendix B, and pursuant to §209(2) of the Public Employees' Fair Employment Act (Taylor Law), the County of Westchester and the Union agree that for all future contract negotiations that all mandatory subjects of negotiation must be submitted to impartial arbitration as defined in §209 of the Public Employees' Fair Employment Act (Taylor Law).

The submission enumerated above shall occur if the parties are unable to effect a voluntary resolution of the dispute through negotiation or the services of a mediator. Either party may demand impartial arbitration. The parties will agree as to the arbitrator or one shall be appointed through the labor panel of the American Arbitration Association.

It is agreed that the following clauses of this Collective Bargaining Agreement are exempt from the impartial arbitration and can be altered only with the consent of both parties:

Article III §1(A) - retaining 5-2, 5-3 schedule

Article IX §2 - guaranteed time off

Article XVI - interest arbitration

The arbitrator shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The arbitrator may grant more than one adjournment each for each party; provided, however, that a second request of either party and any subsequent adjournments may be granted on request of either party, provided that the party which requests the adjournment shall pay the arbitrator's fee.

The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and arguments of their respective positions with respect to each case. The arbitrator shall have authority to require the production of such additional evidence, either oral or written as it may desire from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record to be shared equally by the parties.

The arbitrator shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the arbitrator shall specify the basis for her/his

Findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;

- c. comparison of peculiarities in regard to other trades or professions, including specifically: (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. The terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The determination of the arbitrator shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

The determination of the arbitrator shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

It is further agreed between the parties that this clause shall mandatorily go into effect if and only if the number of superior officers on compensation as defined in Article XVII is less than 3. If the number of superior officers on compensation is more than 3, the County may at its option abrogate this clause. However, if the County exercises this option, Article XVII of this collective bargaining agreement is abrogated also, and Appendix B as found in the prior collective bargaining agreement between the parties, is reinstated and is in full force and effect.

This option must be exercised by the County, in writing, on November 20, 2001, for the negotiations for a collective bargaining agreement to commence January 1, 2002. Thereafter, if this clause remains in effect, it must be exercised in writing, by the July 1 immediately preceding the expiration of the Collective Bargaining Agreement.

If the option is exercised to abrogate interest arbitration, and Appendix B is reinstated, Appendix B may not be altered without the consent in collective bargaining of both the County and the Union.

ARTICLE XVII

LINE OF DUTY INJURY DETERMINATION

An employee seriously injured or who becomes seriously ill while on duty who requires medical treatment at an Emergency Room shall be accompanied to the Emergency Room by another employee.

1. Employees who are injured in the performance of their duties (as defined pursuant to §207-c of the General Municipal Law) shall be entitled to the provision of §207-c of the General Municipal Law and Workers' Compensation. Employees injured in the course of their employment (as defined by Workers' Compensation), but not in the performance of their duties (as defined pursuant to §207-c of the General Municipal Law), shall be entitled only to the Workers' Compensation provision of this Collective Bargaining Agreement and state law. Those employees receiving payment under these provisions shall be taxed as per the prior practice of the parties pursuant to Appendix B.

- (a) The County of Westchester shall be responsible for the initial determination within 10 calendar days as to whether an injury is compensable as defined by 207-c and/or Workers' Compensation Law. If the County fails to render such initial determination within 10 calendar days of notice of injury or illness, at the officer's option she/he may treat the failure as a constructive denial and utilize the dispute resolution procedure in paragraph 6. When the notification of denial is actually received by the officer, the procedure in paragraph 6 regarding election of an option may also be invoked.
 - (b) In the event that a determination is adverse to the employee in relation to 207-c, the employee shall be entitled to a due process hearing, an arbitration or utilization of the independent medical consulting service (as defined below), at the employee's option, to determine causal relationship. A hearing officer shall be appointed by the commissioner of the Department of Correction and the employee will be entitled to be represented by counsel, as well as cross-examination of the County's witnesses and presentation of her/his own evidence.
 - (c) To resolve disputed cases of illnesses or injuries (physical or mental) resulting from incidents which reportedly occurred while superior officers were performing their official peace officer duties whether on or off duty, and as §207-c of the General Municipal Law requires a due process hearing to resolve such disputes, and as the parties wish to resolve these disputes in a prompt, fair and equitable manner they have agreed that these issues in dispute may be resolved through the use of an employee option to utilize an independent medical consulting service and/or arbitration in lieu of above stated due process hearing.
2. Issues which shall be affected or determined by use of an independent medical consulting service are as follows:
- (a) Whether an illness or injury (physical or mental) suffered by a superior officer was incurred in the performance of her/his duty.
 - (b) Whether a current illness or injury (mental or physical) is a recurrence or aggravation of a prior illness or injury (mental or physical) which occurred in the performance of her/ his duties.
 - (c) Whether a superior officer who incurred an illness or injury (mental or physical) as a result of the performance of her/his duties has sufficiently recovered and is physically and mentally able for either temporary limited duty assignments or full duty. For the purposes of the agreement, temporary limited duty shall be determined by either a hearing officer or the medical consulting service at the option of the employee.
3. 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 may elect to have the dispute resolved at a due process hearing or by an independent arbitrator selected by the parties at a hearing conducted pursuant to and consistent with General Municipal Law §207-c. Either the hearing or arbitration mandatorily must occur in 20 business days. If the County asks for and is granted an adjournment, which forces the hearing or arbitration to occur beyond the twenty business days enumerated, the officer shall be entitled to day-for-day full salary, from the twenty-first business day, without the use of his/her accruals until

such time as the hearing or arbitration occurs. If the County prevails at the hearing or the arbitration, it may force the employee to substitute his/her accrual time day for day. The parties select the following as a panel of independent arbitrators: Alan Viani, Marlene Gold and Arthur Riegel. In addition, at the request of either the Department or the Westchester County 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 evaluation; the results of said medical evaluation shall be automatically submitted into evidence at the arbitration proceeding or 207-c hearing established to resolve the causal connection dispute. Said medical evaluation from the designated medical consulting service shall be admitted into evidence at either the arbitration or the hearing pursuant to §207-c of the General Municipal Law without the need for a witness from the medical consulting service. The decision of the arbitrator designated to conduct the arbitration or hearing officer designated to conduct the 207-c hearing (which mandatorily must be issued within 7 business days) from the close of the hearing shall be final and binding on the Department and the superior officer with respect to the issue of causal connection.

4. In cases where a superior officer alleges a reoccurrence or aggravation of a prior line of duty injury as set forth in paragraph 2(b) above which is disputed by the Department, said superior officer may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law §207-c or by the medical consulting service described herein. The decision of the hearing officer designated to conduct the 207-c hearing, or the medical consulting service shall be final and binding on the Department and the superior officer.
5. In disputed cases where the Department believes that a superior officer who has been out of work as a result of a prior line of duty injury or illness (mental or physical) is capable of physically and/or mentally performing either temporary limited duties or full duty as set forth in paragraph 2(c) above, the superior officer may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law §207-c or by the medical consulting service described herein. The decision of the hearing officer designated to conduct the 207-c hearing or the medical consulting service shall be final and binding on the Department and the superior officer.
6. Upon the election of the options described in paragraphs 3, 4 and 5, the superior officer must waive her/his right to appeal any adverse determination as well as any other right as may be granted by General Municipal Law §207-c. Within 48 hours after notification by the Department to the member and the Westchester County Superior Officers Association of the existence of a disputed injury or illness as described above, the superior officer or the Westchester County Superior Officers Association acting on his behalf must elect an option. If a superior officer, or the union acting on his behalf fails to elect an option within the required time frame, the matter will proceed either to arbitration or to the designated medical consulting service as enumerated above, not to a due process hearing. Appointments with the medical consulting service shall be scheduled within 7 calendar days following the selection by the superior officer. If a superior officer fails to appear at the scheduled appointment, the employee will be removed from the payroll, unless the parties agree otherwise, until the superior officer appears for the rescheduled appointment. A superior officer, upon written request, shall be granted a delay in the scheduling of such appointment for the purposes of securing medical reports as described in paragraph 11. The parties agree however, that such superior officer must submit to examination within 28 calendar days of the date the dispute arose notwithstanding whether such records have been obtained. If the medical consulting service determines that a superior officer can return to work, either full duty or special assignment, or the superior officer returns to work voluntarily before examination by the medical consulting service,

the County may substitute the superior officer's own accrued time day for day for any requested and granted delay as specified in this paragraph.

7. The provisions of this agreement shall be fully set forth and incorporated in the Collective Bargaining Agreement currently in existence between the Department and the Westchester County Superior Officers Association. It is expressly agreed by all parties that any pending and future dispute as set forth in paragraph 2 shall be resolved in accordance with the terms of this agreement. However, all superior officers currently on compensation pursuant to Article XVII are deemed to be on General Municipal Law §207-c.
8. The medical consulting service being utilized to carry out the intent of this agreement may be changed at any time with the consent of both parties signatory to this agreement. If the parties are unable to agree on the selection of a medical consulting service, then the parties shall select an arbitrator. At the arbitration of the issue, both parties shall submit the names and qualifications of those medical consulting services. The arbitrator shall conduct a hearing and make a determination regarding the selection of the medical consulting service to be utilized during the existing term of the Collective Bargaining Agreement.
9. The County of Westchester shall be solely and exclusively responsible for payment of all sums due and owing the selected medical consulting service for all services performed pursuant to this agreement. The costs of an arbitrator's fee and/or hearing officer's fee, all expenses as well as preparation of transcripts shall be paid by the County of Westchester. Further, the County shall pay for and/or supply transportation from the correctional facility to the location of the medical consulting service, without charge to the individual superior officer.
10. The medical consulting service shall determine an employee's inability or fitness to perform temporary limited duty or full duty and whether such condition is of a temporary or permanent nature. If the condition is considered to be of a limited duration, then the medical consultant shall establish a date for that superior officer's reevaluation. The parties agree that the examining physician assigned by the medical consultant service shall complete Member's Physical Condition and Restrictions Report, upon completion of the evaluation. The Department shall assign superior officers limited to restricted duty to duty assignments consistent with the restrictions noted on said report. Disputes concerning restricted duty assignments shall be resolved on an expedited basis (within 14 calendar days) by Arbitrator Alan Viani or an arbitrator agreed to by the parties. During the period of dispute, the superior officer must utilize her/his accrued time. If Arbitrator Viani resolves the dispute in favor of the superior officer, the accruals will be restored. This procedure applies to those officers on "extended contractual" Workers' Compensation benefits as defined in paragraph 12(b).

If the County asks for and is granted an adjournment, which forces the hearing or arbitration to occur beyond the fourteen calendar days enumerated, the superior officer shall be entitled to day-for-day full salary, from the fifteenth calendar day, without the use of his/her accruals until such time as the hearing or arbitration occurs. If the County prevails at the hearing or the arbitration, it may force the employee to substitute his/her accrual time day for day.

11. Medical consultants, prior to making their determination, shall receive copies of the employee's diagnostic reports, x-rays, lab reports, hospital records and such other clinical evidence as the parties may deem relevant which will enable the consultants to render their own objective determination. Records must not be unilaterally submitted to the medical consultants. All records

shall be first screened at a joint meeting of the representatives of both parties who will then forward said documents to the medical consulting service. All disputes shall be resolved by a third party chosen by the members of the joint meeting. Only said third party may directly contact said medical consultants directly.

12. (a) The Department agrees to retain all superior officers subject to such medical disputes as described in paragraph 2(c) on full pay, line of duty status until such date as a decision is rendered by the hearing officer, or medical consultant. The parties agree, however, that if the Department prevails on the issue, the superior officer shall return to work. Should an employee fail to abide by the hearing officer or medical consulting service's determination to perform either a special assignment or full duty by failing to appear for such duty, the employee will be removed from the payroll. The employee may receive direct compensation payments that he/she may be entitled to as determined by the Workers' Compensation Board.
- (b) If an employee is collecting "extended contractual" Workers' Compensation benefits (39 weeks at full salary pursuant to paragraph 16 of this Article), the Department may order an employee to be examined by the medical consulting service regarding the employee's ability to return to work either special assignment or full duty. If the medical consulting service determines that the employee can return to work in either capacity, and the employee fails to abide by the determination by failing to appear for such duty, the employee will be removed from the payroll. The employee may receive only direct Workers' Compensation benefits that he/she may be entitled to as determined by the Workers' Compensation Board. However, if the medical consulting service determines that the superior cannot perform either special assignment or full duty, this determination is final and binding on the County. If the sole and exclusive dispute is the nature and severity of the illness or injury, the determination of the medical consulting service is equivalent to that of the Workers' Compensation Board pursuant to paragraph 13 of this Article.
13. The Department agrees that upon a favorable determination to the superior officer stemming from a dispute described in paragraphs 2(a) and 2(b) the superior officer shall be credited with line of duty illness or injury status retroactive to the date of said illness or injury or recurrence of the same. Further, the Department agrees that upon a favorable determination to the officer for Workers' Compensation by the Workers' Compensation Board of the State of New York, the superior officer shall be credited with illness or injury status retroactive to the date said injury or illness or recurrence of the same.
14. Following the return to work by a superior officer in a limited or restricted duty capacity, the effect of which subsequently may render the officer incapable of performing limited or restricted duty, the superior officer shall be re-examined by the medical consultant service provided that the superior officer presents to the Department at her/his own expense a detailed report from the superior officer's personal medical doctor specifying the changes that occurred in the superior officer's condition since her/his prior examination by the medical consultant service and how such changes have resulted in a deterioration of the condition. The parties agree that the superior officer 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 reexamination. Should the superior officer be found unfit for limited duty upon re-examination due to the line of duty injury or illness, then her/his sick leave deductions

shall be restored retroactive to the date the Department was notified by the physician of the change in condition.

15. In the event that the County's initial determination is that the employee is not entitled to benefits under either 207-c or under the Workers' Compensation Law, and if the employee elects one of the three alternatives outlined above (due process hearing, independent medical consulting service or arbitration) to secure 207-c benefits and the final determination is adverse to the employee, the employee is barred from utilizing and/or pursuing Workers' Compensation.
16. In the case of any employee, where it has been determined that the employee is not entitled to 207-c benefits, but is entitled to Workers' Compensation, by either initial determination or by the Workers' Compensation Board, she/he shall continue to receive her/his normal full salary for a period not to exceed 39 weeks ("extended contractual" Workers' Compensation benefits). If it has been determined that the employee is not entitled to 207-c benefits, but is entitled to Workers' Compensation benefits, the employee may seek 207-c benefits without affecting her/his right to Workers' Compensation as outlined in paragraph 15 above. If denied both 207-c benefits and Workers' Compensation by the initial determination of the County of Westchester, and the employee elects not to seek 207-c benefits but Workers' Compensation benefits, a final determination will be made by the Workers' Compensation Board as it affects Workers' Compensation provisions of the statutes and this Collective Bargaining Agreement. In adverse situations, until such a determination is made in controverted cases, employees may utilize all accrued leave time allowances and receive pay for days not worked because of such injury. However, at the employee's option, they may refuse to utilize accrued leave time allowances, and be placed on a leave without pay status. The union recognizes the County's right to continue to use a medical service which does not have any direct connection with the Westchester County Department of Corrections, and to send notification that employees be assigned to light duty under the Workers' Compensation provisions of this contract.
17. Prior to any determination pursuant to §207-c, any employee may utilize any accrued leave time allowances. Upon a final determination favorable to the employee, such time allowances used will be reinstated to the employee.
18. In the case of those employees receiving 207-c benefits, where there is a disagreement or difference of opinion between the employee's doctor and that of the County as to the employee's ability to perform light duty or the specific duties to be performed, the employee shall have the option, in writing, of electing a due process hearing before a hearing officer appointed by the Department or a due process hearing which shall be a review by the medical consulting group as enumerated above agreed upon between the County and the Superior Officers Association Inc. In such case, the decision of the medical consulting service or hearing officer as to the ability to perform light duty or the specific duties to be performed shall be binding on the County and the employee. The employee shall have the right to the option for each difference or disagreement.
19. During a period of correction compensation disability pursuant to §207-c and/or Workers' Compensation of less than a cumulative total of 365 calendar days from a single cause, there shall be no diminution in the employee's contractual vacation, sick leave, longevity, insurance benefits, welfare fund payments, holiday pay, personal leave or clothing allowance. After a cumulative total of 365 days, only longevity, insurance benefits, welfare fund payments and holiday pay shall continue to be paid in addition to the employee's wages

20. Should the employee be receiving no 207-c benefits and only Workers' Compensation benefits where the Board awards a rate less than the full permanent disability rate, the decision will indicate the employee's capacity to perform special duty during the period of time and no further reimbursement of accruals and/or compensation will be made should the employee not appear for the light duty assignment. If the Board awards a full compensation rate, this will be regarded as a total disability and the individual's salary and/or Workers' Compensation will be adjusted.
21. In consideration for the adoption of this procedure, the County of Westchester waives its rights pursuant to §71 of the New York State Civil Service Law regarding superior officers who are on Workers' Compensation for a cumulative total of 365 calendar days or more from a single cause or occurrence.

TERM OF AGREEMENT

Section 1 - Duration

The Agreement shall be effective from January 1, 1996 until December 31, 2001.

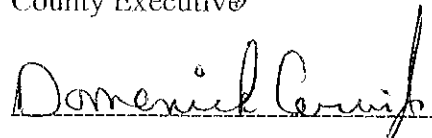
Section 2 - Principals to the Agreement

A. STATE OF NEW YORK)
 COUNTY OF WESTCHESTER) ss.:

On the day of 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, New York, that he is the County Executive of the County of Westchester, the municipal corporation described in, 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.



Andrew J. Spano
County Executive

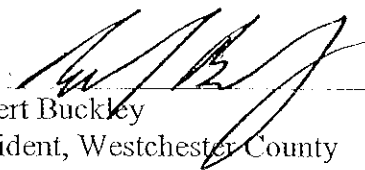


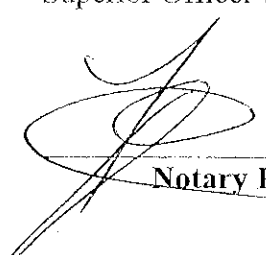
Domenick Cervi
Notary Public, State of New York
Qualified in Westchester County

DOMENICK CERVI JR.
Notary Public, State of New York
No. 4888972
Qualified in Westchester County
Commission Expires July 30, 2002

B. STATE OF NEW- YORK)
COUNTY OF WESTCHESTER) ss.:

On the 28 day of February, 2002, before me, personally came ROBERT BUCKLEY, President of the Westchester County Superior Officer's Association, who being by me duly sworn, did depose and say he resides at P.O. Box 90, Valhalla, New York and that he is the President of the Westchester County Superior Officers Association and knows the corporate seal of the said corporation: that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name hereto by like order.


Robert Buckley
President, Westchester County
Superior Officer's Association


Notary Public

FRANK MAROCCO
Notary Public, State of New York
No. 5009270
Qualified in Westchester County
Commission Expires March 8, 19

Approved as to form and
manner of execution

By 
Charlene M. Indelicato
County Attorney

APPENDIX "A"

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", the President of the Westchester County Superior officers Association, Inc., does hereby affirm on behalf of the said Association that:

1. 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;
2. This affirmation has been duly authorized by the Board of Directors of the Westchester County Superior Officers Association, Inc., and my authority to make such affirmation has been formally authorized by resolution of said Board.

The above affirmation is given for the purpose of establishing **the** Westchester County Superior Officers Association, Inc., as the sole and exclusive bargaining agent for all Employees of the County of Westchester in the Westchester County Superior Officers Association, Inc.

Date: 2/28/02



President
Westchester County
Superior Officers Association, Inc.

APPENDIX B

This Appendix has been intentionally omitted.

APPENDIX C DRUG TESTING PROCEDURE

The County of Westchester and the Westchester County Superior Officers' Association recognize the dangers that could arise in the event of controlled substance abuse by a superior officer. In order to insure a continuation of the high standards of performance and of safety within the Westchester County Department of Correction, the following procedure is agreed upon:

- A. An employee shall be required to submit to urine analysis on the job where there exists reasonable suspicion to believe that there may be discovered, if tested, that he has used a controlled substance.
- B. Where an employee is required to submit to urine analysis pursuant to paragraph (A) above, the following conditions shall apply:
 - 1. The entire procedure, from the order to the Employee to be tested and the testing procedure itself, must be conducted in such a manner as to minimize both embarrassment to the employee and awareness in others that the testing is being required or performed.
 - 2. No information gained through the Employee Assistance Program may be used as a basis for initiating such testing.
 - 3. An employee shall be required to submit to a urinalysis on the job if, and only if, a direct order is given by an individual employed by the Westchester County Department of Correction who is classified as a "Warden" or the Commissioner. A "Warden," or the Commissioner who must be of the same sex as the employee is being tested, must be present when the test is administered. A representative of the Westchester County Superior Officers Association, who must also be of the same sex as the employee being tested, must also be present. If an individual with the rank of "Warden," and the representative of the Union are not present, the employee shall not be required to submit to the drug test. After receiving personal notification, the Union representative must appear within three (3) hours.

A superior officer is permitted to waive rights guaranteed by this contract and volunteer for a drug test: only if said officer volunteers in writing in the presence of the Union President or the President's designee, who also executes the waiver in writing. The Union President must designate at least seven (7) correction officers in writing who are authorized to execute said waiver. Failure to strictly comply with the procedures contained in this Article renders all tests null and void ab initio.

- 4. Subject to paragraph B(1) of this Article, the urine specimen shall be taken at a location designated by the County.
- 5. The Employee being tested shall have the right to an independent analysis from a lab of his/her choice from a list that has been mutually agreed to by the parties consisting of the following three (3) laboratories:

A.

- B.
- C.

At the time a specimen is given, the employee shall designate the laboratory, if any, chosen by such employee. If the employee refuses to designate a laboratory, the County must send the sample to two different laboratories, one of which is named on the mutually agreed upon list.

6. Specimens shall be separately provided to each of the two laboratories utilized hereunder. The test selected from the mutually agreed upon list must have an accuracy rate of at least 95%. Copies of all test results shall be sent exclusively to a two— key post office box to be maintained by both parties, but paid for by SOA. AN INDIVIDUAL SUPERIOR OFFICER CANNOT WAIVE THIS REQUIREMENT. Said results are to be revealed to the parties only after an arbitrator rules pursuant to Appendix C, Section (D) of this procedure, if challenged.
7. All such tests will be paid for by the County
8. The following procedures shall be used to insure proper processing:
 - a. The urine specimen shall be taken promptly with as little delay as possible. The specimen jar must be sterile and sealed prior to being given to the employee. The employee will be required to utilize the jar if and only if the seal on said jar is not broken prior to being handed to the employee.
 - b. The only person who must be present when the urine sample is drawn is the employee and the lab technician. Immediately after the specimen is drawn, the individual containers shall be sealed, labeled and initialed by the employee and the lab technician.
 - c. The specimen containers shall be placed in the transportation container after being drawn. Then the transportation container shall be sealed in the employee's presence and the employee and the Lab Technician shall initial or sign the transportation containers. The Union representative and the individual with the rank of Warden must be present to observe the labeling and initialing process after collection of the urine sample.
 - d. The containers shall be sent to the designated testing laboratories on that day or the soonest regular business day by courier or the fastest other method available.
 - e. Both the County and the laboratories must take all steps to insure the preservation and integrity of both samples.
 - f. The laboratories shall never divulge test results to anyone either orally or by telephone.
9. If the test results of both laboratories are reported to be positive and conclusive, the prima facie validity of the test shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing.
10. If the analysis of the employee's urine by either laboratory establishes that the sample is negative, it is irrebutably presumed that the sample is negative.

- A All time required by the employee to take the ordered test shall be considered time worked.

B. Within four (4) working days after the test, the Union shall have the right to resolve any questions which arise from the mandated procedures contained in this Article through binding arbitration, upon written request of either the employee or the Union.

C. The following arbitrators are designated to be called on a rotating basis with respect to these drug testing procedures:

The cost of said arbitration shall be included pursuant to paragraph 2 (I) of Article XV regarding discipline. Further paragraph 2 (K) of the discipline procedure is applicable to this arbitration.

D. The first time an employee test positive pursuant to this Drug Testing Procedure, the disciplinary charges (if any) against that particular superior officer shall be held in abeyance and stayed for a period of one year if: (1) the superior officer actively participates in any program designed by the County of Westchester for the superior officer's particular dependency; and (2) the superior officer does not test positive on any subsequent test administered by the Department during that year. Tests pursuant to this paragraph (F) shall be administered at any time. The Employee and Union waive their right to challenge such tests on constitutional grounds. However, all other provisions of the Drug Testing Procedure outlined above in paragraph (A) shall be applicable to tests given to superior officers during the one (1) year probation period.

E. The County of Westchester shall be permitted to randomly drug test Superior Officer employees only and solely pursuant to the following procedures.

1. The County and the Union shall agree on an outside service to select those to be randomly tested using social security numbers. Neither the County nor the Union shall be permitted to recommend specific Superior Officers for testing. Superior Officers shall be paid for all time when they are ordered to undergo a random drug test.
2. No more than twenty five percent (25%) of the permanent work force shall be tested in any one year. WHEN TESTING EMPLOYEES no less than five (5) superior officers shall be tested at any two week period. If a particular superior officer is tested three times within a one year period, that superior officer AND THE UNION WILL BE SUPPLIED DOCUMENTATION THAT RANDOM PROCESS WAS NOT COMPROMISED.
3. Collection of the specimen by the outside service shall take place at a location off the grounds of the Westchester County Correctional Facility and in such a manner that insures privacy. The Union President or First Vice President shall be notified, in writing, within twenty four (24) hours of the date and location of the testing, so that a Union representative may be present at the testing. The Union is not to divulge or communicate this information to any SOA member prior to the administration of the test in order to preserve the integrity of the test and the testing procedure. Additionally, at the option of the Department of Correction, a representative of the Department of Correction, who is of the same sex as the Superior Officer being tested, may be present at all times during the administration of the test.
4. Testing is to be done by a laboratory certified by the Substance and Mental Health Services Administration and the New York State Department of Health.

5. No employee whose previously approved status is "vacation", "personal leave", "comp time", "sick time", or is on correction compensation as defined by Article XVII of this Collective Bargaining Agreement, and is an in-patient at a hospital or clinic before their number is drawn, shall be subject to random testing. Testing shall be done for any and all controlled substances as defined by Title M of Article 220 of the New York State Penal Law and in Schedule S 1-V of 21 U.S.C. 802(6).
RANDOM TESTING SHALL NOT BE FOR ANABOLIC STEROIDS.
6. The procedures outlined in Appendix C paragraphs B 1, 5, 6, (limited to test accuracy), 7, 8(a), 8(b), 8(c), 8(d), 8(e), 8(f) (LIMITED TO THE DEPARTMENT OR THE COUNTY OF WESTCHESTER), 9, 10, C, D and E shall be applicable to the random drug testing of superior officer employees. If the test is positive, the superior officer employee MAY be apprised of this fact by A MEDICAL DOCTOR WHO UNDER DOCTOR-PATIENT PRIVILEGE MAY INQUIRE AS TO THE OFFICER'S MEDICAL CONDITION TO PREVENT UNJUST POSITIVES. IF A WRITTEN POSITIVE REPORT IS OBTAINED either the Commissioner personally, the Deputy Commissioner personally, or the Warden (Chief of STAFF) personally. MUST APPRISE THE SUPERIOR OFFICER OF THIS FACT. The President of the Union, or his/her representative must be present during said notification. The first time an employee tests positive pursuant to this drug testing procedure, the disciplinary charges (if any) against that particular officer, shall be held in abeyance and stayed for a period of ONE YEAR if (1) the officer actively participates in any program designated by the County of Westchester for the officer's particular dependency and (2) the superior officer does not test positive on any subsequent test administered by the Department during that YEAR. Tests pursuant to this paragraph shall be administered at any time and the employee and the Union waive their right to challenge such tests on constitutional grounds. However, all other provisions of the drug testing procedure outlined above in paragraph H shall be applicable to tests given to Superior Officers during this ONE YEAR probation period.
7. IF A SUPERIOR OFFICER EMPLOYEE TESTS NEGATIVE DURING THE ONE YEAR PERIOD OUTLINED IN § (H) (6), AND FOR A PERIOD OF TWO (2) ADDITIONAL YEARS, SAID SUPERIOR OFFICER WILL BE TREATED AS IF HE/SHE NEVER PREVIOUSLY TESTED POSITIVE AND WILL BE ENTITLED TO ALL THE BENEFITS OUTLINED IN § (H) (6). ACCORDINGLY, AFTER THE THREE (3) YEAR PERIOD FROM THE INITIAL POSITIVE FINDING, IF A SUPERIOR OFFICER TESTS POSITIVE SAID RESULT WILL BE TREATED AS A "FIRST" TIME POSITIVE AND THE DISCIPLINARY CHARGES (IF ANY) SHALL BE HELD IN ABEYANCE AND STAYED FOR A ONE YEAR PERIOD OF TIME UPON THE CONDITIONS OUTLINED IN §(H)(6).
8. All superior officers, who test positive, shall be required to sign the EAP Rehabilitation Agreement.

AMERICAN ARBITRATION ASSOCIATION
VOLUNTARY LABOR ARBITRATION TRIBUNAL

-----X
In the Matter of the Contractual Interest Arbitration

between

JS Case No. 3140

COUNTY OF WESTCHESTER,

Employer,

and

**OPINION
AND
AWARD**

**WESTCHESTER COUNTY CORRECTIONS
SUPERIOR OFFICERS ASSOCIATION, INC.,**

Union,

Re: Impasse commencing January 1, 2002.

-----X
Before **JOHN E. SANDS**, Impartial Arbitrator.

OPINION

On December 2, 2002, the parties agreed to submit the following
issue to arbitration by me:

What shall be the terms and conditions of employment
for bargaining unit employees for the period January 1,
2002 through December 31, 2002?

In accordance with my authority under Article XVI ("Interest Arbitration") of the
parties' collective bargaining agreement, I conducted a hearing in White Plains,
NY on December 2, 2002. Both parties appeared by representative and had full
opportunity to adduce evidence, to cross examine each other's witnesses, and to

make argument in support of their respective positions. Neither has raised any objection to the fairness of this proceeding.

On the entire record so produced, I find the following relevant facts. This is a contractual interest arbitration. It does *not* arise under the Public Employees' Fair Employment Act ("Taylor Law"), although the parties have incorporated the Taylor Law's standards governing interest arbitrators' just and reasonable determination of matters in dispute. The parties have also agreed that, because this is a contractual, not statutory, proceeding, this Opinion need not recite their arguments or the record they have presented to me. Instead, the parties have directed me to include only the basic rationale of my decisions on each of the issues. They made clear to me that the purpose of that direction is to avoid the extraordinary expense of time and money that a full-blown statutory proceeding would require.

I have accordingly considered the entire record before me—including witnesses' testimony under oath subject to cross examination and all of the documentary exhibits that the parties jointly provided—in light of the Taylor Law's interest arbitration criteria. They read,

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination,

the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

[Civil Service Law, Section 209.4(c).]

On that consideration, I have reached the following determinations of the matters in dispute for the reasons set forth below.

1. CONTRACT TERM.

In accordance with the parties' submission quoted above, I must direct that the parties' successor contract to that which expired on December 31, 2001 be for a term of one (1) calendar year commencing January 1, 2002. All

terms contained in the parties' 1996-2001 collective bargaining agreement not modified by this Award shall remain in full force and effect. This award is applicable to all members of the Westchester County Correction Superior Officers Association ("SOA") bargaining unit.

2. COMPARABILITY.

Based upon the evidence presented and the unique current circumstances, I find that the terms and conditions of employment for the Westchester County Correction Officers Benevolent Association ("COBA") bargaining unit established by my November 4, 2002 interest arbitration award are the most completely comparable on which to base financial terms of the SOA bargaining unit. I accordingly shall use COBA's 2002 "contract" as the most compelling comparable. As I observed in my COBA award, while I recognize the County's financial circumstances that Budget Director Kathleen Carrano described in that proceeding, on the entire record before me I find that substantial moneys were placed in the adopted 2002 County budget in anticipation of salary and benefit increases.

3. SALARY INCREASE.

Because I have determined that the COBA contract for the year 2002 is the guiding comparable for the purposes of this Award's financial terms, I shall

award a 4% raise, retroactive to January 1, 2002. The new contract's language regarding retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of these parties' January 1, 1996 through December 31, 2001 collective bargaining agreement except that the date of this Award shall be substituted for "August 1, 2000."

4. **LONGEVITY.**

Because I have determined that the COBA contract for the year 2002 is the guiding comparable for the purposes of this Award's financial terms, I shall award the following longevity term effective January 1, 2002, which I awarded COBA as of the same date:

<u>Effective after:</u>	<u>Amount</u>
Five years' service	\$2,300
Ten years' service	\$2,500
Fifteen years' service	\$2,700
Twenty years' service	\$2,900.

The new contract's language regarding retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of these parties' January 1, 1996 through December 31, 2001 collective bargaining agreement except that the date of this Award shall be substituted for "August 1, 2000."

5. **NIGHT SHIFT DIFFERENTIAL.**

Because I have determined that the COBA contract for the year 2002 is the guiding comparable for the purposes of this Award's financial terms, I shall award the same Night Shift Differential increase effective January 1, 2002 of \$5.00 per week that I provided for the COBA unit. The new contract's language regarding retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of these parties' January 1, 1996 through December 31, 2001 collective bargaining agreement except that the date of this Award shall be substituted for "August 1, 2000."

6. **WELFARE FUND.**

On the same basis that I did for the COBA unit, I shall award a Welfare Fund increase of \$150.00 per member effective January 1, 2002.

7. **POST BIDDING.**

SOA demands modification of Article III, paragraph E of the parties' expired agreement to allow full post bidding for all Sergeants and Captains. Under COBA's contract, each post created for more than 30 days is eligible for bid by any Correction Officer, and the most senior employee so bidding is entitled to the assignment. SOA seeks the same benefit, pointing out that, as a matter of practice, the County has been assigning Superior Officers to shifts, squads, and

buildings according to seniority for some time. The County opposes this demand, arguing that Superior Officers' supervisory responsibilities distinguish their service from that of Correction Officers, who are interchangeable with one another. According to the County, Superior Officers' individual personalities, experience, and skills differ in ways that are relevant to the jobs the Department needs them to perform.

On the entire record before me, I find the County's argument persuasive with respect to bidding for posts within buildings. Credible testimony concerning existing practice, however, leads me to conclude that Sergeants and Captains should be able to bid for shift, squad, and building assignments, but not for posts. Once those Superior Officers are present in the buildings for which they have successfully bid, the County shall continue to have the right to assign them as it determines so that there will be no right to bid for posts within a building. As with the COBA contract's provision on Post Bidding, the same conditions as those in Article III, Sections 1D(j) and 1D(l) of that document must also apply here.

Notwithstanding the foregoing, when excess personnel in each rank are on duty on a particular shift, the Department may exercise its discretion to reassign a Sergeant or Captain to a different building on that shift. Because existing practice, which SOA personnel have administered on a de facto basis, has

been somewhat along these lines, granting this benefit should not impose a burden on Department management.

My Award shall accordingly provide that Article III, paragraph E of the parties' expired collective bargaining agreement shall be amended to include the following, subject to the same conditions that appear in Article III, Sections 1D(j) and 1D(l) of the COBA collective bargaining agreement:

Sergeants and Captains who have completed two years in their rank shall be entitled to bid for their assignments based on seniority in each rank. Bidding shall be limited to the shift, squad, and building of their choice. Bidding shall be conducted once per year.

Consistent with staffing minimums, the Department may, on a per-shift basis, exercise its discretion to reassign a Sergeant or Captain to a different building if there are extra Sergeants or Captains on duty that shift. Such reassignments shall be on a rotating basis and valid only for that shift.

8. GENERAL ASSOCIATION TIME.

SOA's demand on this issue reads, "Increase the General Association time from 30 days annually to 60 days annually, pursuant to Article XII, Section 3." There is no dispute that the Union has been responsible for administering the process for assigning shifts, squads, and buildings that has been in effect and will be in the parties' successor contract based on the preceding paragraphs. Because the Union will need additional time to administer this process as a contractual mandate, I shall grant this demand; and my Award will so provide.

9. **VACATION TIME.**

Like COBA in its case, SOA demands “Accrual of vacation time on the same terms and conditions as in effect for the Westchester County Police.” Here too I credit evidence that the difference in accrual in vacation time between PBA on the one hand and SOA and COBA on the other hand has historically existed for 13 years. This is an historic difference that I find no reason or basis in the record to change.

12. **DRUG TESTING.**

The County demands amendment of Appendix C’s Drug Testing Procedure, Paragraph (E)(6), to eliminate the requirement that an individual with the rank of Warden must be present to observe the labeling and initial processing after collection of the urine sample. Because the parties have agreed that the County will hire an outside firm to conduct the random drug testing, I shall grant this County demand. I shall accordingly direct that Appendix C, Paragraph (E)(6), be amended to read as follows, with the changed language underlined:

“The procedures outlined in Appendix C paragraphs B 1, 5, 6 (limited to test accuracy), 7, 8(a), 8(b), 8(c) (except the requirement that an individual with the rank of Warden must be present to observe the labeling and initialing process after collection of the urine sample), 8(d), 8(e), 8(f) (LIMITED TO THE DEPARTMENT OR THE COUNTY OF WESTCHESTER) 9, 10, C, D and E shall be applicable to the random drug testing of both permanent and

probationary correction officer employees. If the test is positive, the correction officer employee MAY be apprized of this fact by a MEDICAL DOCTOR WHO UNDER DOCTOR-PATIENT PRIVILEGE MAY INQUIRE AS TO THE OFFICER'S MEDICAL CONDITION TO PREVENT UNJUST POSITIVES. IF A WRITTEN POSITIVE REPORT IS OBTAINED either the Commissioner personally, the Deputy Commissioner personally, or the Warden (Chief of STAFF) personally MUST APPRIIZE THE OFFICER OF THIS FACT. The President of the Union, or his/her representative must be present during said notification. The first time an employee tests positive pursuant to this drug testing procedure, the disciplinary charges (if any) against that particular officer, shall be held in abeyance and stayed for a period of ONE YEAR if (1) the officer actively participates in any program designated by the County of Westchester for the officer's particular dependency and (2) the officer does not test positive on any subsequent test administered by the Department during the YEAR. Tests pursuant to paragraph shall be administered at any time and the employee and the Union waive their right to challenge such tests on constitutional grounds. However, all other provisions of the drug testing procedure outlined above in paragraph H shall be applicable to tests given to Correction Officers during this ONE YEAR probation period.

13. DEPENDENT BENEFITS.

The Union requests insertion of the following clause in the parties' contract as Article X, Section 1(A)(5):

- "5. The surviving dependents of a member who dies in the line of duty or of a deceased retired member, shall continue to receive healthcare coverage and Welfare Fund contributions, at no cost."

This clause mirrors a financial term contained in my COBA Award and presently in the PBA contract. It should accordingly be part of the SOA's collective bargaining agreement effective the date of this Award, and I shall so direct.

By reason of the foregoing, I issue the following

AWARD

1. The parties shall enter a successor collective bargaining agreement for a one-year term, January 1, 2002 through December 31, 2002. All terms and conditions of the parties' expired collective bargaining agreement shall continue in full force and effect except those modified by this Award.
2. Salaries shall be increased by four percent (4%) retroactively to January 1, 2002. Language controlling retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of the parties' expired collective bargaining agreement, except that the date of this Award shall be substituted for the date, "August 1, 2000."
3. The Longevity provision of the parties' expired collective bargaining agreement shall be amended in the following respects effective January 1, 2002:

<u>Effective after:</u>	<u>Amount</u>
Five years' service	\$2,300
Ten years' service	\$2,500
Fifteen years' service	\$2,700
Twenty years' service	\$2,900.

Language controlling retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of the parties' expired collective bargaining agreement, except that the date of this Award shall be substituted for the date, "August 1, 2000."

4. The Night Shift Differential provision of the parties' expired collective bargaining agreement shall be amended to provide an increase effective January 1, 2002 in the amount of \$5.00 per week. Language controlling retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of the parties' expired collective bargaining agreement, except that the date of this Award shall be substituted for the date, "August 1, 2000."
5. The Welfare Fund provision of the parties' collective bargaining agreement shall be amended to provide an increase effective January 1, 2002 of \$150 per member.

6. Article III, Paragraph E of the parties' expired collective bargaining agreement shall be amended to include the following, subject to the same conditions that appear in Article III, Sections 1D(j) and 1D(l) of the COBA collective bargaining agreement:

Sergeants and Captains who have completed two years in their rank shall be entitled to bid for their assignments based on seniority in each rank. Bidding shall be limited to the shift, squad, and building of their choice. Bidding shall be conducted once per year.

Consistent with staffing minimums, the Department may, on a per-shift basis, exercise its discretion to reassign a Sergeant or Captain to a different building if there are extra Sergeants or Captains on duty that shift. Such reassignments shall be on a rotating basis and valid only for that shift.

7. Article XII, Section 3 of the parties' expired collective bargaining agreement shall be amended to increase General Association time from 30 days per year to 60 days per year.
8. Appendix C, Paragraph (E)(6) of the parties' expired collective bargaining agreement shall be amended to read as follows, with the changed language underlined:

"The procedures outlined in Appendix C paragraphs B 1, 5, 6 (limited to test accuracy), 7, 8(a), 8(b), 8(c) (except the requirement that an individual with the rank of Warden must be present to observe the labeling and initialing process after collection of the urine sample), 8(d), 8(e), 8(f) (LIMITED TO THE DEPARTMENT OR THE COUNTY OF WESTCHESTER) 9, 10, C, D and E shall be applicable to the

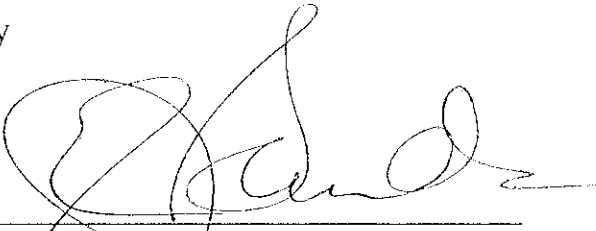
random drug testing of both permanent and probationary correction officer employees. If the test is positive, the correction officer employee MAY be apprized of this fact by a MEDICAL DOCTOR WHO UNDER DOCTOR-PATIENT PRIVILEGE MAY INQUIRE AS TO THE OFFICER'S MEDICAL CONDITION TO PREVENT UNJUST POSITIVES. IF A WRITTEN POSITIVE REPORT IS OBTAINED either the Commissioner personally, the Deputy Commissioner personally, or the Warden (Chief of STAFF) personally MUST APPRIZE THE OFFICER OF THIS FACT. The President of the Union, or his/her representative must be present during said notification. The first time an employee tests positive pursuant to this drug testing procedure, the disciplinary charges (if any) against that particular officer, shall be held in abeyance and stayed for a period of ONE YEAR if (1) the officer actively participates in any program designated by the County of Westchester for the officer's particular dependency and (2) the officer does not test positive on any subsequent test administered by the Department during the YEAR. Tests pursuant to paragraph shall be administered at any time and the employee and the Union waive their right to challenge such tests on constitutional grounds. However, all other provisions of the drug testing procedure outlined above in paragraph H shall be applicable to tests given to Correction Officers during this ONE YEAR probation period.

9. Article X, Section 1(a) of the parties' expired collective bargaining agreement shall be amended to add the following paragraph:

5. The surviving dependents of a member who dies in the line of duty or of a deceased retired member, shall continue to receive healthcare coverage and Welfare Fund contributions, at no cost.

10. As to all remaining disputed issues, on the entire record before me, I find
insufficient basis to direct any change of the status quo.

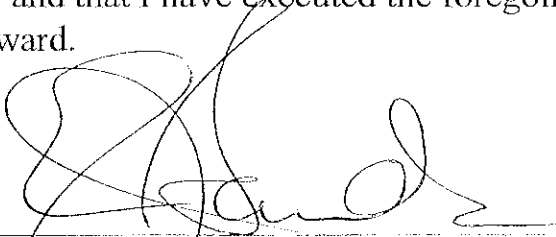
Dated: December 5, 2002
West Orange, New Jersey



JOHN E. SANDS
Impartial Arbitrator

AFFIRMATION

Pursuant to CPLR 7507, I hereby affirm that I am the Arbitrator
in the above matter and that I have executed the foregoing as and for
my Opinion and Award.



JOHN E. SANDS

-----X
In the Matter of the Contractual Interest Arbitration

between

JS Case No. 3370

COUNTY OF WESTCHESTER

Public Employer,

and

**OPINION
AND
AWARD**

**WESTCHESTER COUNTY CORRECTION
SUPERIOR OFFICERS ASSOCIATION
("SOA"),**

Employee Organization,

Re: Impasse commencing January 1, 2003.

-----X
Before JOHN E. SANDS, Impartial Arbitrator.

OPINION

On November 19, 2004, the parties agreed to submit the following
issue to arbitration by me:

What shall be the terms and conditions of employment for
bargaining unit employees for the period January 1, 2003 through
December 31, 2004?

Pursuant to my authority under Article XVI ("Interest Arbitration") of
the parties' collective bargaining agreement, I conducted a hearing in White
Plains, New York on November 19, 2004. Both parties appeared by representative
and had full opportunity to adduce evidence and to make arguments in support of
their respective positions. Neither has raised any objection to the fairness of this
proceeding.

On the entire record so produced, I find the following relevant facts.
Like the Correction Officers Benevolent Association ("COBA") proceeding that I

decided a month ago, this is a contractual interest arbitration. It does *not* arise under the Public Employees' Fair Employment Act ("Taylor Law"), although the parties have incorporated the Taylor Law's standards governing interest arbitrators' just and reasonable determination of matters in dispute. Unlike the COBA proceeding, this case has the COBA award as part of its record and therefore has a most persuasive "comparable" to affect the outcome. In view of that fact, the County has proposed that COBA should be the sole and exclusive determiner of the outcome here. For its part, SOA argues that the Westchester County Police ("PBA") award and other agreements in the public safety field should be evaluated. I will consider those others, but I give the most weight to COBA as the most compelling comparable, although not the sole determiner. In fact, as to one of the issues, involving SOA's Welfare Fund, SOA's situation differs significantly; and it will receive a benefit not applicable to COBA's case.

As in the COBA interest arbitration, here too the parties have agreed that, because this is a contractual, not statutory, proceeding, I need not recite all their arguments or the record they have presented to me. Instead, the parties have directed me to include only the basic rationale for my decisions on each of the issues. They made clear to me that the purpose of that direction is to avoid the extraordinary expense of time and money that a full-blown statutory proceeding would require.

I have accordingly considered the entire record before me—including witnesses' testimony under oath subject to cross examination and all of the

documentary exhibits that the parties jointly provided– in light of the Taylor’s Law’s interest arbitration criteria. They read,

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications, (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

[Civil Service Law, Section 209.4(c).]

On that consideration, I have reached the following determinations of the matters in dispute for the reasons set forth below, and, for the reasons set forth, I issue them as and for my Award:

AWARD

1. CONTRACTUAL TERM.

In accordance with the parties' submission quoted above, I **award** that the parties' new agreement be for a term of two years commencing January 1, 2003. All terms contained in the parties' 1996-2001 collective bargaining agreement not modified by my arbitration Award of December 5, 2002 and not modified by this Award shall remain in full force and effect. This Award is applicable to all members of the Westchester County Correction Superior Officers Association ("SOA") bargaining unit.

2. COMPARABILITY.

As noted above, based upon the evidence presented and the unique current circumstances, I find that my October 18, 2004 arbitration award regarding COBA is the most completely comparable on which to base financial terms of the SOA bargaining unit. I have accordingly used that arbitration award as the guiding comparable on financial issues. As with the COBA award, while I recognize the County's financial circumstances that Budget Director Kathleen Carrano described, on the entire record before me, I find that substantial moneys are available in the adopted 2003 County budget that can be used for salary and benefit increases.

3. SALARY INCREASE.

Because I have determined that the COBA Award for the years 2003 and 2004 is the guiding comparable for the purposes of this Award's financial

terms, I hereby **award** a 3.75% raise, retroactive to January 1, 2003 and an additional 4% raise retroactive to January 1, 2004. The new contract's language regarding retroactivity shall be identical to that of Article IV, Section 1(A) on page 3 of these parties' January 1, 1996 through December 31, 2001 collective bargaining agreement except that the date of this Award shall be substituted for "August 1, 2000."

4. LONGEVITY AND NIGHT DIFFERENTIAL.

Because I have determined that the COBA Award for calendar years 2003 and 2004 is the guiding comparable for purposes of this Award's financial terms and because neither longevity nor night differential increases were awarded there, I do not award an increase in either category.

5. WELFARE FUND.

Unlike COBA's Welfare Fund, the SOA Welfare Fund has significant financial issues that place it in a comparable situation to that of the PBA Welfare Fund. The SOA Welfare Fund is at an all-time low, and it is losing money monthly. Further, the Fund's monthly claims have risen over the past few years and now exceed the County's monthly contribution. Because SOA's situation in this respect is similar to PBA's, I **award** the same increase that PBA received:

The County's contribution to the SOA Welfare Fund shall be increased by the following amounts:

Effective January 1, 2003 -- \$100 per bargaining unit member.

Effective January 1, 2004 -- \$125 per bargaining unit member.

6. HEALTH CARE BENEFITS

Significant changes were made within the benefit levels of the health insurance by the PBA Award. As noted, however, save for the Welfare Fund issue, COBA is the defining comparable for the SOA unit. For the same reasons that I declined to modify Health Care Benefits for the COBA unit, I will not modify the current SOA benefit levels either.

7. SICK TIME BUYOUT.

SOA argues that, because of its unique pension plan, its members who are not permitted to buy out sick time will either lose such time or must use it, thereby increasing the County's liability for overtime. Although the union requests that the sick time buyout be increased from 50% to 100%, I find that it is more appropriate that the following changes be made based on both the special retirement plan and the new attendance policy promulgated by the County of Westchester under which individual Correction Superior Officers are accruing additional sick time. I therefore **award** that Article X, Section 3(D) be amended to read as follows:

“Effective the date of this Award, all unused accumulated sick leave shall be compensated for upon retirement at fifty percent (50%) of the first one hundred and twenty-five days and sixty percent (60%) of the days one hundred and twenty-six (126) through two hundred and fifty (250) times the daily rate of pay at the time of retirement. No employee shall receive this benefit who has less than fifty (50) days of accumulated sick leave at the time of retirement. This payout shall not apply to any accumulation of above two hundred and fifty (250) days.”

8. DRESS CODE.

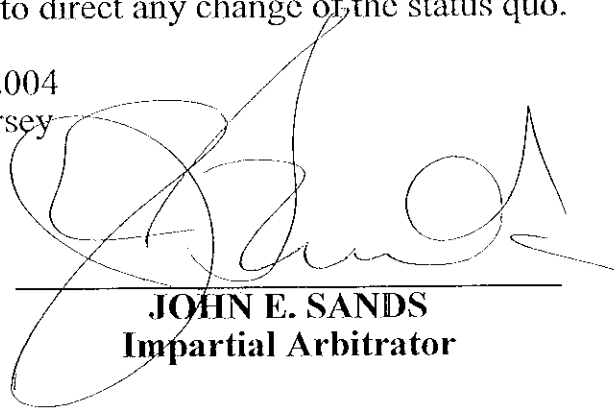
The County currently supplies bargaining unit members with initial uniforms, uniform replacement parts, and uniform cleaning, all at County expense. SOA seeks to replace that program with a \$1,200 annual uniform allowance from which members will pay for their own uniforms, replacements, and cleaning.

Here too SOA's comparability to the COBA unit require identical treatment. Because of the requirements contained within the Department Dress Code, however, I accordingly **award** each member of the SOA bargaining unit a \$100 equipment allowance per year retroactive to January 1, 2003. This is to supplement and does not affect the parties' responsibility pursuant to Article VI of the current contract.

11. OTHER PROPOSALS

As to all remaining disputed issues, on the entire record before me, I find insufficient basis to direct any change of the status quo.

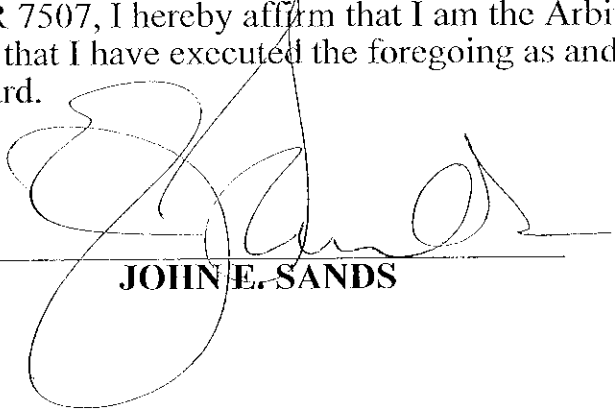
Dated: December 2, 2004
West Orange, New Jersey



JOHN E. SANDS
Impartial Arbitrator

AFFIRMATION

Pursuant to CPLR 7507, I hereby affirm that I am the Arbitrator in the above matter and that I have executed the foregoing as and for my Opinion and Award.



JOHN E. SANDS

-----	X	
	X	
In the Matter of the Interest		
Arbitration	X	
- Between -	X	
COUNTY OF WESTCHESTER,	X	
	X	
"County"	X	Interest Arbitration Award
- and -	X	
WESTCHESTER COUNTY DEPARTMENT OF	X	
CORRECTIONS SUPERIOR OFFICERS		
ASSOCIATION, INC.	X	
"Union"	X	
-----	X	

APPEARANCES

For the County

Michael Wittenberg, Consultant

For the Union

Frank Marocco, Esq., SOA Counsel

Robert J. Buckley, President

Richard M. Dickstein, First Vice President

BEFORE: Martin F. Scheinman, Esq., Interest Arbitrator

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired December 31, 2004. When negotiations and mediation efforts failed to produce a successor Agreement, Interest Arbitration was invoked pursuant to Section 209.4 of the Civil Service Law of the State of New York and Article XVI of the parties' Agreement. I was selected to hear and determine the parties' dispute. A hearing was held before me on January 17, 2007 at the County offices in White Plains, New York. During the hearing, the parties were afforded full opportunity to present evidence in support of their respective positions. They did so. Upon conclusion of the hearing, I declared the record closed.

POSITIONS OF THE PARTIES

Position of the Union

The Union proposes my award establish terms and conditions for the period January 1, 2005 through December 31, 2006. It seeks an increase in salary under Article IV of the Agreement of seven (7%) per cent for 2005, and an additional seven (7%) per cent for 2006. The Union contends the economic health of the County remains strong. It asserts the County's finances are stable and warrant these increases as fair compensation for the difficult jobs its

members perform for County residents.

The Union resists further changes to existing provisions for Health Insurance and prescription drug benefits that would increase cost to its members. It argues the existing insurance plan already requires co-payments for prescription drugs. The Union maintains its members are responsible consumers who do not abuse the benefits program. It insists there is no justification for imposing further changes that would increase its members' costs. The Union also proposes the cap on lifetime medical benefits be increased from one million (\$1,000,000.00) dollars to two million (\$2,000,000.00) dollars.

Presently, unit members are entitled to longevity stipends of \$2300 after five (5) years' service, \$2,500 after ten (10) years' service, \$2,700 after fifteen (15) years' service, and \$2900 after twenty (20) years' service. These amounts were established by the Award of John Sands, Esq., issued December 5, 2002, covering calendar year 2002, and were left unchanged in his later Award issued December 2, 2004, covering the period January 1, 2003 - December 31, 2004. The Union proposes these stipends now be increased to the following amounts: \$2,500 after five (5) years' service, \$3,000 after ten (10) years' service, \$3,500 after fifteen (15) years' service, \$4,000 after twenty (20) years'

service, \$4,500 after twenty-five (25) years' service, \$5,000 after thirty (30) years' service. It argues these increases will provide greater security for unit members. The Union contends its members should be better rewarded for the advantage experienced superior officers provide to County citizens.

The Union proposes an increase in Shift Differential pay to \$175 per week for 2005, and \$200 per week for 2006. It argues these increases are justified to compensate unit members, and to stay competitive with differentials paid to personnel performing similar services in comparable communities.

The Union proposes the County increase its contributions to the Welfare Fund by an additional \$750 per employee in 2005, and an additional \$750 per employee in 2006. It asserts these increases are needed to meet the costs of benefits provided by the Welfare Fund.

The Union opposes the County's demand to increase the length of unit members' work day by fifteen (15) minutes of "shape up" before their shift without additional compensation being paid. It insists this proposal is totally unjustified. The Union asserts this proposal creates additional work which should be compensated. It emphasizes correction officers whom they supervise only have

five (5) minutes of unpaid shape up time.

The Union demands the existing allotment of one hundred fifty (150) aggregate days for member(s) designated by its President to administer the contract should be increased to three hundred (300) aggregate days. It contends this increase is justified by the burdens of administering the Agreement. The Union argues further this increase will lead to more efficient administration of the Agreement, which benefits both parties.

The Union also demands the County provide an additional Life Insurance policy in the amount of one hundred thousand (\$100,000.00) dollars to each active member at no cost to the member. It also seeks the County provide a one hundred thousand (\$100,000.00) dollar Life Insurance Policy to retirees at no cost. The Union advocates these demands are warranted as fair and reasonable benefits and an important measure of economic security for its members and their dependents.

The Union proposes the right presently enjoyed by Sergeants and Captains to post a bid for duty assignments after two (2) years in rank should be extended to Assistant Wardens. It argues Assistant Wardens should be accorded the same right available to Sergeants and Captains.

Also, the Union seeks a change in uniform as follows.

First, the Union asks for a change from the current system, wherein, uniforms are provided by the County to a system providing, instead, a stipend of fifteen hundred (\$1500.00) dollars. It seeks this stipend since the County police also are eligible for a stipend. Also, the Union demands unit members scheduled to work in civilian clothes for more than six (6) months in a calendar year should receive a payment of one thousand (\$1000.00) dollars once a year. The County asserts there is no justification for any increase.

The Union criticizes the County's proposed zero tolerance policy for unit members found to be using illegal drugs, as denying members the benefit of rehabilitation measures. While the Union asserts procedural protections exist under the Agreement to protect members against drug testing conducted at odds with existing procedures and safeguards, and to challenge test results, it nonetheless argues the County's proposed policy is unnecessary.

The Union proposes to expand Article XVI, Interest Arbitration, to exempt retiree health insurance from future interest arbitrations. It claims doing so will allay the units' concerns.

In short, the Union contends its proposals are reasonable and fair. It argues they are consistent with settlements reached in comparable jurisdictions. The Union

asserts its proposals are affordable by the County and within bounds of fiscal responsibility. It insists its proposed contractual improvements will benefit the County and its residents by enhancing the County's ability to attract and retain qualified officers who must perform essential corrections duties, often under very difficult circumstances.

Position of the County

The County, on the other hand, argues the Union's demands are excessive and out of line with settlements and terms existing in comparable jurisdictions. In particular, it emphasizes the October 6, 2006, Interest Award rendered by Arbitrator Howard C. Edelman, Esq., in the case between Westchester County and its Correction Officers Benevolent Association ("COBA"). In the County's view, that Award establishes terms and conditions most completely comparable to those of the employees involved in this proceeding. It argues the COBA unit members work for the same employer, in the same community and facilities, performing the same mission, as the Union's members here.

The County agrees my award should establish terms and conditions for the period January 1, 2005 through December 31, 2006. It proposes an increase in salary of four percent (4%) for 2005, and four and one quarter percent (4.25%) for

2006. The County asserts these increases match increases awarded to COBA unit members by Edelman. It contends these increases will provide fair and reasonable compensation for the Union's members.

The County proposes Health Benefits be provided at the same levels that apply to COBA-represented employees under the recent Award. It asserts those benefit levels represent comparable terms and conditions and should be followed for the Union's members, who work for the same employer and department and supervise those same COBA-represented employees. The County asserts those benefit levels include: prescription drug co-pays of five (\$5.00) dollars for generic, ten (\$10.00) dollars for brand name, twenty five (\$25.00) dollars for non-favored brand name; all 90-day mail order prescriptions are subject to one (1) co-payment; all pharmacy co-payments are subject to a co-payment for each 30-day supply and PPO co-payments are sixteen (\$16.00) dollars. It also notes those benefit levels include a requirement when a generic drug is available and the employee buys a brand name drug, the employee is responsible for the generic co-pay and the difference in price between the generic drug and the brand name drug; however, if the employee's doctor certifies medical necessity for using a brand name drug where a generic equivalent is available, the

doctor must contact POMCO for approval; if approval is granted, the employee only pays the brand name co-payment. The County also notes the recent COBA Award lists nine (9) drugs POMCO may determine are exempt from the mandatory generic rule. It urges I adopt the same provision.

The County also notes the recent COBA Award establishes these additional benefit levels: all chiropractic and or physical therapy sessions are limited to 31 visits per year; deductibles for out of network providers shall be \$300 for individual, \$900 for family, \$1,500 out of pocket maximum; all out of network providers are subject to usual and customary limitations currently in effect for participating network providers; an emergency room co-pay of \$35.00, but waived if employee is admitted to hospital; physical therapy co-pay of \$15.00. It maintains the COBA Award establishes a unit member's spouse and dependents shall continue to be covered under the Health Insurance Plan where the unit member dies with at least fourteen (14) years of County service. The County asks all these provisions be awarded, herein.

However, the County opposes the Union's proposal to raise the cap on lifetime medical benefits from one million (\$1,000,000.00) dollars to two million (\$2,000,000.00) dollars, as unwarranted and out of line with terms and

conditions in comparable jurisdictions. The County proposes an increase in longevity stipends of two hundred (\$200.00) dollars for 2005, and an additional two hundred (\$200.00) dollars for 2006. It asserts these increases match those awarded to COBA unit members. The County argues these increases serve the function of longevity payments while fairly compensating long-serving unit members for their experience.

The County proposes an increase in shift differential to \$115 per week for 2005, and to \$120 per week for 2006. It argues these increases are sufficient to fairly reward unit members for working later shifts, and are consistent with similar provisions in comparable jurisdictions, as evidenced by the COBA Award.

The County proposes its payments to the Welfare Fund increase by \$75 per employee per year for 2005, \$75 per employee per year for 2006, and effective December 31, 2006, \$100 per employee per year. It views these increases as fair, reasonable, and in line with similar terms in comparable jurisdictions, as shown by the recent COBA Award.

The County proposes to increase the length of unit members' work day by fifteen (15) minutes for shape up, with no additional compensation. It argues this increase is needed for the orderly start of each shift with all required

staff present and on duty, and to better assure the safety of its facilities.

The County opposes the Union's demand to increase the aggregate number of release days from 150 to 300 for member(s) designated by the Union President to administer the Agreement. It argues such increase is unnecessary and not justified by experience. The County contends the Union is able to administer its Collective Bargaining Agreement using the present allotment of release days.

The County opposes the Union's demands for increased Life Insurance for members and retirees. It views these demands as excessive, and inconsistent with terms existing in comparable jurisdictions.

The County opposes the Union's demand Assistant Wardens be permitted to post bids for assignments after two (2) years in rank. It argues Assistant Wardens are the highest ranked employees in the Union's bargaining unit. The County asserts it must retain its managerial discretion to assign Assistant Wardens without bidding encumbrance, to assure proper operation of its facilities at all times.

The County opposes the Union's proposal for a stipend to unit members required to wear civilian clothes for more than six (6) months in a calendar year. It also disputes there is a problem with the current way uniforms are given

to Officers.

The County proposes a zero tolerance policy for illicit drug use be awarded, requiring immediate discharge upon a positive drug test. It emphasizes illicit drug use undermines the safety and security of its facilities. The County asserts this is of special concern in the corrections environment. It notes contraband drugs pose serious safety and health problems for correction facilities. The County argues illicit drug use is wholly at odds with the role and expected performance of law enforcement officers, including Superior Correction Officers. It asserts safety of the public, the inmates, and co-workers, depends upon Superior Officers exercising clear-headed judgement and performing duties without impairment by drug use. The County notes the COBA Award imposed a policy now in effect that Correction Officers determined to be using illegal drugs shall be immediately terminated. It argues Superior Officers working in the same department and facilities as County Correction Officers should be subject to the same policy.

The County also disputes the Union's attempt to expand Article XVI, Interest Arbitration. It insists this is not an arbitrable subject under the express language of the Agreement.

In short, the County urges its proposals are in line

with settlements in comparable jurisdictions, as shown principally by the COBA Award. It notes prior Interest Arbitrators have found COBA settlements in Westchester County to be the most comparable to issues over terms and conditions arising for the bargaining unit involved here. The County urges I adopt its proposals and issue an Award prescribing terms and conditions consistent with its position.

DISCUSSION AND FINDINGS

Opinion

Some preliminary comments are appropriate. My authority, and the factors which must guide my decision, are codified in Article XVI of the expired Agreement and Section 209(4)(c)(v) of the Taylor Law. Both of these provisions require I make a "just and reasonable determination of the matters in dispute", and mandate I take into consideration:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3)

educational qualifications; (4) mental qualifications;
(5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

I am thus bound to arrive at a just and reasonable determination of the matters in dispute, under the foregoing criteria.

I have fully and thoroughly considered the entire record and the parties' arguments in support of their respective positions. I make the following findings for calendar years 2005 and 2006:

1. Term of Award

I find the term of this Award shall be from January 1, 2005 through December 31, 2006.

2. Wages

The criteria prescribed by the Taylor Law and Article XVI of the Agreement require me to compare the proposed wage increases with wages of other employees performing similar duties in comparable jurisdictions. The recent Westchester COBA Award has been supplied by both parties. Although the COBA bargaining unit does not contain the supervisory officer titles represented by the Union, I find it is the best available basis for comparison of the parties'

proposals here. After all, COBA unit members work for the same employer, in the same correctional facilities, under similar conditions, as the supervisory officers represented by the Union. As well, the recent COBA Award was issued less than four (4) months ago, for the same term involved here, 2005 - 2006. Therefore, it closely reflects economic realities existing in Westchester County. The fiscal condition of the County has not been shown to have changed to any material degree since that Award was issued. Indeed, the parties provided the recent COBA Award as a joint exhibit for my consideration.

The record reveals the COBA bargaining unit received wage increases of 4.0 percent for 2005 and 4.25 percent for 2006. I find those same percentage increases shall be awarded here. I recognize the Union demanded increases substantially higher than these percentages. However, I am constrained to make comparisons with wage settlements for similar positions in comparable jurisdictions. The increases being awarded are in line with comparable settlements elsewhere. Accordingly, I shall award a wage increase of 4.0 percent for the period January 1, 2005 through December 31, 2005, and a further wage increase of 4.25 percent as of January 1, 2006 through December 31, 2006. I also conclude these increases shall be paid

retroactively. Accordingly, Article IV(A) of the Agreement shall be amended by substituting "January 1, 2005" for "August 1, 2000" as it appears therein.

3. Health Insurance

The problem of rising health insurance costs is undeniable. The Union understandably resists pressure from the County to pass a larger percentage of these costs to unit members. Yet, the County proposes the Union's members should receive Health Insurance benefits at the same levels and terms existing for the County's bargaining unit represented by COBA. As noted, the recent COBA Award establishes the closest available basis for comparison. It is, therefore, appropriate employees represented by the Union receive Health Insurance on the same terms as employees represented by COBA. I shall direct the County's Health Insurance plan for the Superior Correction Officers bargaining unit be modified to incorporate all changes awarded by the recent COBA Award. I shall also direct these changes be implemented prospectively only, effective the date of my Award. I recognize these changes may raise somewhat the out-of-pocket cost of Health Insurance for unit members. However, I conclude they are in line with comparable terms established in the COBA unit, and thus in

accord with criteria to be followed by interest arbitrators under Article XVI of the parties' agreement and the Taylor Law.

I shall not grant the Union's proposal to increase the cap on lifetime medical benefits from one million (\$1,000,000.00) dollars to two million (\$2,000,000.00) dollars. I am not persuaded such an increase is warranted under any of the statutory criteria. However, I do conclude long term employees who die when in service shall have their spouse and dependents continue to receive coverage under the County's Health Insurance Plan as if the deceased had retired. I am persuaded, for this purpose, a long term employee is someone about to commence his or her fifteenth (15th) year of service. Therefore, a unit member who dies with at least fourteen (14) years of County service shall have his or her spouse and dependents continue to be covered under the County's Health Insurance Plan, as if the deceased had retired.

4. Longevity

In the recent COBA Award, longevity stipends for Correction Officers were increased by \$200 for 2005 and \$200 for 2006. The record reveals longevity stipends between the COBA and Superior Officers Association bargaining units have historically been closely aligned. It is appropriate and

historically been closely aligned. It is appropriate and reasonable that relation be continued. Doing so is not only fair, but also addresses the criteria regarding comparability. It also advances the interests and welfare of the public. After all, the public would not be served by an Award which fomented dissension with the COBA unit. Also, the County has the financial ability to pay this level of increase. Moreover, the recent COBA Award is the comparable guiding my determination. Accordingly, I shall award all longevity stipends be increased by \$200 for 2005 and \$200 for 2006.

5. Shift Differential

In the COBA Award, shift differentials were increased to \$115 per week for 2005, and \$120 per week for 2006. I am persuaded these increases are appropriate compensation for Superior Correction Officers working later shifts. I also find them in line with shift differentials paid by comparable jurisdictions for similar work. As above, the COBA Award provides the closest basis for comparison. It serves the other statutory criteria. Accordingly, I shall direct shift differentials be increased to \$115 per week for 2005, and \$120 for 2006.

6. Welfare Fund

The Union seeks substantially higher contributions to the Welfare Fund than those proposed by the County. The Union has shown some increase is justified. However, the size of increase the Union seeks would be excessive and would not advance the financial ability of County citizens to pay.

On balance, I conclude increases of \$75 per member for 2005, \$75 per member for 2006, and \$100 per member as of December 31, 2006, are reasonable and sufficient to enable the Welfare Fund to continue providing appropriate benefits to its participants. I also find these increases are in line with settlements in comparable jurisdictions, the closest being the recent Westchester COBA Award. Accordingly, I shall award these increases.

7. Length of Work Day

I have considered the County's demand to add fifteen (15) minutes of extra shape-up time before a shift, without additional pay. I recognize the County's good faith desire to establish this elongated shape-up time. However, it is also undisputed COBA unit members only have five (5) minutes of unpaid shape-up time. On balance, I conclude the County should be allowed to establish a fifteen (15) minute shape-up requirement before a

shift. However, the unit members required to attend must be paid for ten (10) minutes of the fifteen (15) minute shape-up, with payment being added into their regular pay checks. This determination serves two (2) purposes. It provides the necessary time for superiors from one (1) shift to another to communicate. At the same time, it retains the relationship with COBA members, namely, there is a five (5) minute unpaid shape-up time. For work performed beyond that five (5) minutes, the unit's members, justifiably, are paid. I shall so direct in my Award for all employees. I had informed the parties of this determination and request they provide me the statistical data so I may calculate the shape-up differential which shall be calculated as part of base pay. Based upon this information the following differentials are awarded. I intend these apply prospectively only. The parties have explained incorporating this change will take up to forty five (45) calendar days.

SOA Squad Members

Correction Officer Specialist	\$1,617.03/year
Correction Officer Sergeant	\$1,617.03/year
Correction Officer Captain	\$1,891.89/year

SOA Monday-Friday workers

Correction Officer Specialist	\$1,722.73/year
Correction Officer Sergeant	\$1,722.73/year
Correction Officer Captain	\$2,015.55/year
Assistant Warden	\$2,394.00/year

8. Union Release Days

Both parties to a collective bargaining agreement benefit from its proper administration. Provision of release time for union representatives to administer the Agreement has been the subject of prior agreements between the parties. At this time, the Union seeks to increase from 150 to 300 the number of aggregate days its designated representatives may be released for these purposes. I am not persuaded such increase is needed at this time. However, a modest increase should be awarded to assure the Union sufficient time to administer the Agreement. Accordingly, I shall increase to 180 the number of aggregate release days per year provided designated unit members under Article XII, Section 2C of the Agreement. However, I shall direct that increase be effective as of December 31, 2006.

9. Non-Uniform Personnel

Despite the County's assertion regarding the practice of not providing non-uniform personnel with a clothing allowance. I conclude there is ample justification for such payment, here. The evidence demonstrates this additional cost is incurred by Officers. Therefore, effective December 31, 2006, to be paid at the end of 2007 and, thereafter, I direct any unit member scheduled to work in civilian clothes for more than six (6) months in a calendar year receive from the County a payment of five hundred (\$500.00) dollars, annually.

I see no basis for changing from the current methodology for providing uniforms to uniform staff. The evidence does not establish the current system needs to be changed.

10. Use of Illegal Substance

The parties both recognize the County's interest in maintaining a drug-free work environment for its corrections department. On the other hand, they have previously recognized rehabilitation is a laudable goal by incorporating a rehabilitation procedure for first-time Superior Officer offenders in Appendix C of their Agreement (page 45 of January 1, 1996 - December 31, 2004 Agreement). That existing procedure holds disciplinary charges in abeyance and stays them if the superior officer actively participates in a drug dependency program, and does not test positive for one (1) year. However, as a result of the recent COBA Award, Correction Officers, supervised by Superior Officers, are now subject to immediate termination if found to be using illegal drugs. The County asks that same provision be established for Superior Officers.

In resolving this issue, I must recognize it would be illogical and at odds with sound personnel practices to have Superior Officers subject to a less stringent drug policy than the Correction Officers they supervise. Safety concerns underlying the need for a drug free corrections environment do

not lessen because the drug user is a Superior Officer rather than a Correction Officer. As well, acceptance of the zero tolerance policy by Correction Officers will be undermined if supervising Superior Officers are allowed to operate under a less stringent standard. Therefore, consistent with the COBA provision, I will grant the County's proposal Superior Officers found to have tested positive for illegal drugs shall be subject to immediate termination. However, I also recognize the existing procedures encourage Superior Officers with drug dependency to seek treatment. Accordingly, I shall direct the zero tolerance provision shall be implemented effective May 31, 2007. Should any Superior Officers test positive for illegal drugs between now and May 31, 2007, I shall retain jurisdiction to determine the appropriate penalty, after considering whether such Officer(s) have acknowledged a substance abuse problem and sought treatment in the interim.

11. Life Insurance, Post Bids, and Other Proposals

I have considered the Union's proposal to provide additional life insurance coverage to active members, and a life insurance policy to retirees. I recognize these proposals are legitimate efforts to bargain greater economic security for unit members and retirees. However, increases to the Welfare Fund are being awarded. In light of the overall increases being awarded to base

compensation, longevity increment, and shift differential, I shall not grant these life insurance proposals at this time. I recommend they be deferred to future bargaining. Frankly, to award it, here, would be too great an economic package for the County citizens to bear in light of the other increases awarded, herein.

I have also considered the Union's proposal to allow Assistant Wardens to post bids for duty assignments. It is undisputed Assistant Wardens are the highest rank officers within the Superior Officers' bargaining unit. Allowing them to dictate their duty assignments by bidding would unduly infringe the prerogative of management to assign these top personnel where needed. Accordingly, I reject the Union's proposal.

Regarding the attempt to modify Article XVI, Interest Arbitration, to exempt retiree health insurance from future interest arbitrations, I must conclude I am without authority to address this issue. This is the clear import of the language in Article XVI, which states:

It is agreed that the following clauses of this Collective Bargaining Agreement are exempt from the impartial arbitration and can be altered only by the consent of both parties:....

As to all remaining disputed proposals, I find insufficient record basis to award a change in the status quo. Accordingly, I shall direct all other

proposals of the parties, whether or not discussed above, are rejected.

AWARD

1. Term of Award

The term of this award shall be from January 1, 2005 through December 31, 2006. Clauses in the existing Agreement shall be amended to reflect these dates.

2. Wages

Wages shall be increased as follows:

- a) Effective January 1, 2005 - 4.0 percent
- b) Effective January 1, 2006 - 4.25 percent

These increases shall be paid retroactively.

Article IV(A) of the Agreement shall be amended by substituting "January 1, 2005" for "August 1, 2000" as it appears therein.

3. Health Insurance

Effective the date of this Award, the health insurance plan shall be modified as follows:

Co-Pay Amounts

Drug Prescription Plan:

\$5.00 generic, \$10.00 brand name; \$25.00 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 - \$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.

The following deductibles shall apply to out of network providers:

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

Continuation of Coverage in the Event of Death

Effective the date of this Award, the following new provision shall be added to Article X, Section I(A) of the Agreement: the spouse and dependents of a bargaining unit member who dies with at least fourteen (14) years of County service shall continue to be covered under the Health Insurance Plan.

4. Longevity

- a) Effective January 1, 2005, longevity stipends shall be increased by \$200;
- b) Effective January 1, 2006, longevity stipends shall be increased by \$200..

5. Shift Differential

- a) Effective January 1, 2005, shift differential shall be increased to \$115 per week;
- b) Effective January 1, 2006, shift differential shall be increased to \$120 per week.

6. Welfare Fund

- a) Effective January 1, 2005, payments to the Welfare Fund shall be increased by \$75 per member on an annual basis;

- b) Effective January 1, 2006, payments to the Welfare Fund shall be increased by \$75 per member on an annual basis;
- c) Effective December 31, 2006, payments to the Welfare Fund shall be increased by \$100 per member on an annual basis.

7. Length of Work Day

Effective the date of this Award, the County shall be allowed to establish a fifteen (15) minute shape-up requirement before a shift. Employees required to attend must be paid for ten (10) minutes of the fifteen (15) minute shape-up, with payment being calculated at their regular straight time rate and added into their regular pay checks, to the extent such payment is consistent with the Fair Labor Standard Act as it applies to this classification of employees.

The shape-up stipend shall be as follows:

SOA Squad Members

Correction Officer Specialist	\$1,617.03/year
Correction Officer Sergeant	\$1,617.03/year
Correction Officer Captain	\$1,891.89/year

SOA Monday-Friday workers

Correction Officer Specialist	\$1,722.73/year
Correction Officer Sergeant	\$1,722.73/year
Correction Officer Captain	\$2,015.55/year
Assistant Warden	\$2,394.00/year

These stipends shall be paid as soon as the shape-up is implemented, but in no event later than forty five (45) calendar days from this Opinion and Award.

8. Union Release Days

Effective December 31, 2006, the number of aggregate release days per year provided designated unit members under Article XII, Section 2C of the Agreement shall be increased to one hundred eighty (180) days.

9. Non-Uniform Personnel

Effective December 31, 2006, to be paid at the end of 2007 and, thereafter, any unit member scheduled to work in civilian clothes for more than six (6) months in a calendar year shall receive from the County a payment of five hundred (\$500.00) dollars, annually.

10. Use of Illegal Substance

Effective May 31, 2007, employees who have tested positive for illegal drugs will be subject to immediate termination. I shall retain jurisdiction regarding employees who are determined to be using illegal drugs between the date of this Award and May 31, 2007, and who have not advised the County of their problem and have not entered into a substance abuse program.

11. Other Proposals

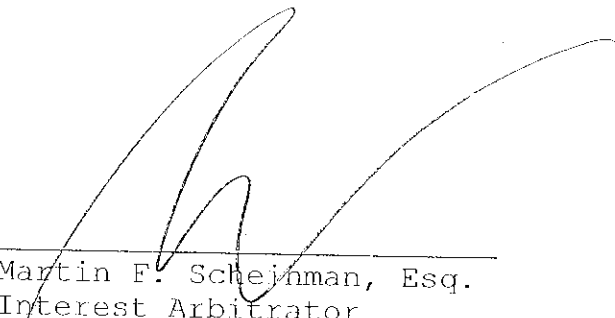
All other proposals of the parties, whether or not discussed herein, are rejected.

March 15, 2007

STATE OF NEW YORK)

COUNTY OF NASSAU)

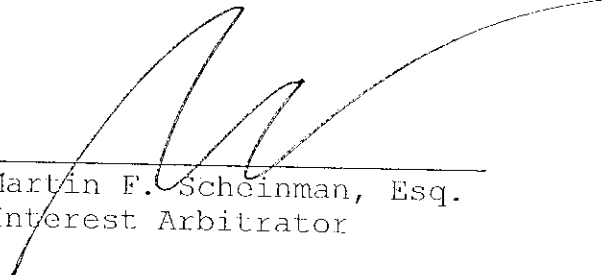
ss.:



Martin F. Scheinman, Esq.
Interest Arbitrator

I, MARTIN F. SCHEINMAN, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this instrument, which is my Award.

March 15, 2007



Martin F. Scheinman, Esq.
Interest Arbitrator

WESTCHESTERCORRECTIONSUPERIORS

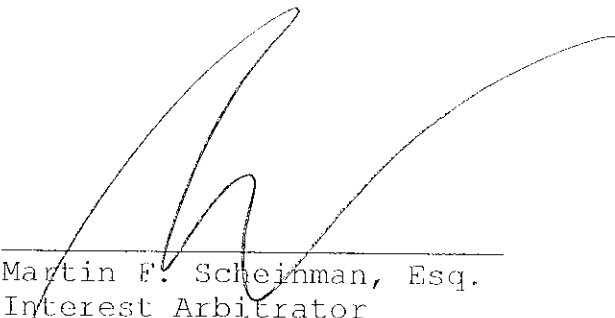
11. Other Proposals

All other proposals of the parties, whether or not discussed herein, are rejected.

March 15, 2007

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

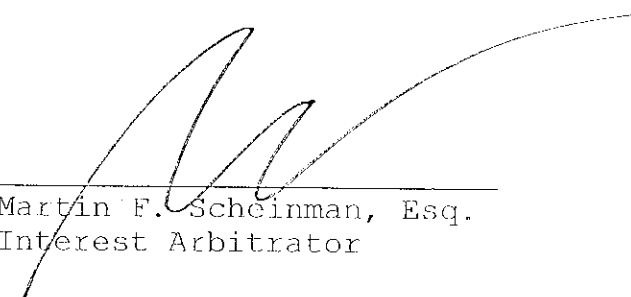
ss.:



Martin F. Scheinman, Esq.
Interest Arbitrator

I, MARTIN F. SCHEINMAN, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this instrument, which is my Award.

March 15, 2007



Martin F. Scheinman, Esq.
Interest Arbitrator

WESTCHESTERCORRECTIONSSUPERIORS

-----X
In the Matter of the Contractual Interest Arbitration
Between

JS Case No. 3952

COUNTY OF WESTCHESTER,
Employer,

and

**WESTCHESTER COUNTY DEPARTMENT OF
CORRECTIONS SUPERIOR OFFICERS'
ASSOCIATION, INC.,**

Union,

**AMENDED
OPINION
AND
AWARD**

Re: Interest Arbitration for period commencing
January 1, 2007, and ending December 31,
2008.

-----X
Before JOHN E. SANDS, Impartial Arbitrator.

OPINION

Pursuant to Article XVI ("Interest Arbitration") of the collective bargaining agreement between Westchester County and the Westchester County Department of Corrections Superior Officers' Association, Inc. ("SOA"), the parties have designated me to determine the terms and conditions of the collective bargaining agreement for the contract period of January 1, 2007 through December 31, 2008. This is the issue they have jointly submitted to contractual interest arbitration by me:

What shall be the terms and conditions of employment for bargaining unit employees for the period January 1, 2007, through December 31, 2008?

Both parties appeared by counsel and have made argument in support of their respective positions. They have had a full opportunity to adduce and submit written evidence in support of their respective positions. The County submitted a written statement on August 11, 2010, and the Union, on August 13th. The parties raised issues with respect to the arbitrability of certain proposals. Because I have denied all such proposals, I need not address their arbitrability. Neither side has raised any objection to the fairness of this proceeding.¹

On the entire record so produced, I find the following relevant facts. This is a contractual interest arbitration. It does not arise under the Public Employees' Fair Employment Act ("Taylor Law"), although the parties have incorporated in their agreement the Taylor Law's criteria governing interest arbitrators' just and reasonable determination of matters in dispute. The parties have also agreed that, because this is a contractual, not statutory, proceeding, this opinion need not recite their specific arguments or the full record they have

¹On September 4, 2010, I issued an Award for the 2007-2008 contract years, which contained a discrepancy in the calculation of the award on night shift differential. This Amended Award corrects the night shift differential provision and supersedes my September 4, 2010 Award.

presented to me. Instead, they have directed me to include only the basic rationale for my decision on each of the issues. They made clear to me that the purpose of that direction is to avoid the extraordinary expenditure of time and money that a full blown statutory proceeding would require.

I have accordingly considered the entire record before me and all of the documentary exhibits that the parties jointly provided, in light of the Taylor's Law's interest arbitration criteria. They read:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications, (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

[Civil Service Law, Section 209.4(c).]

On that consideration, I have reached the following determinations of the matters in dispute, and, for the reasons set forth below, I shall issue them as and for my Award.

1. CONTRACT TERM

In accordance with the parties' contract cited above, I shall award that the parties' successor Award to the one that expired on December 31, 2006 (Interest Arbitration Award dated October 6, 2006) be for a term of two years commencing January 1, 2007 and concluding December 31, 2008. All terms contained in the parties' 1996-2001 collective bargaining agreement not modified by Interest Arbitration Awards dated December 5, 2002, December 2, 2004, and March 15, 2007 and not modified by this Award shall remain in full force and effect. The terms of this Award shall be implemented as soon as practicable.

2. COMPARABILITY

SOA argues that I should acknowledge and continue the recent bargaining history and pattern that establishes COBA as the appropriate

comparator for economic issues. SOA also urges me to consider as comparators the County Police Benevolent Association and the Superior Officers Unit. In its brief, the County accepts the proposition that COBA is an appropriate comparator for the purposes of determining the economic issues in this arbitration. Although the County also cites the Town of Harrison's police unit's recent contract settlement as another important public safety comparator, that agreement was for the 2010 through 2012 term and is accordingly irrelevant.

Based upon the evidence presented, I conclude that my July 2, 2010 COBA Award covering the same 2007-08 interest arbitration period as that at issue here, is the most completely comparable one on which to base financial terms of the SOA bargaining unit. I have accordingly used that Award as the guiding comparable on financial issues. This conclusion does not prohibit the parties from presenting evidence in the future that other contracts or awards are more appropriately comparable under existing circumstances at the time.

3. ABILITY TO PAY

The main dispute between the parties centers on ability to pay. SOA argues that the County's fiscal condition in 2007 and 2008 was generally sound and thus that the union's demands are well within the County's means. It points to the findings made in the recent COBA and PBA awards. While the Union in the

COBA proceeding acknowledged that the economic downturn has had an impact on the County, it relied heavily on the testimony presented by economist Kevin Decker in the recent PBA arbitration and his updated review of the County's 2007-08 economic status to demonstrate a relatively healthy economic state of the County. This evidence suggests that the primary source of funds for the corrections budget comes from the General Fund, which enjoyed significant and healthy balances in 2007 and 2008. SOA argues that the fiscal integrity of the County for the 2007 and 2008 contract years has not changed since the issuance of the COBA and PBA awards and that the County has already approved 4% salary increases for bargaining unit members in this proceeding. The evidence also shows that the General Fund balances are largely derived from real property taxes and sales taxes, which the Union argues are historically stable sources of revenue, and that any downward trends or deficits in either source are short term. Other indicators of the County's fiscal health include its high per capita property wealth, rapidly increasing per capita income wealth, the unique "triple-triple" distinction (AAA bond rating from the three main ratings agencies), lack of significant outstanding debt, and an unemployment rate that is lower than the state and national average. In the COBA proceeding, the Union argued that the County has the ability to pay, pointing to the then-County Executive's words proclaiming that

the state of the County in 2007 and 2008 was sound and to the fact that the PBA award contains a concurring opinion on the issue of wages by the County's former labor negotiator, issued just four months ago. In all, SOA adopts the arguments made by COBA and the PBA, namely that, given the County's history of fiscal prudence, tax/revenue rates and trends, and the economics and demographics of the community underlying the revenue base, Westchester is one of the strongest counties in the state and one that is certainly capable of weathering what it characterizes as temporary fiscal challenges.

The County paints a bleaker picture of current economic circumstances. It claims that the difficulties it faces are so severe that its ability to pay must be measured by what it can now afford given its current economic status and projected budgetary deficits, not just its fiscal status in 2007 and 2008. It argues that any economic award cannot be issued in a vacuum; rather that I must take into consideration an award's impact on the County's citizens and taxpayers, its impact on other public employees not appearing in this arbitration, and its impact on subsequent negotiations between the same parties. It asserts that the economic data presented in the PBA arbitration was dated or incorrect, and that the evidence presented in the COBA arbitration did little to clarify the reality of the County's fiscal condition. Rather, the County contends that its financial

condition has deteriorated significantly since then. It claims the available General Fund balance is much lower than what it was at the end of 2008 once expenditures for the 2009 budget are factored in. The County also claims that the current economic downturn has resulted in declining property values and a deficit in projected sales tax revenues. Add to that unrestrained government spending, increased personnel and labor costs, and a projected decline in other revenue sources (mainly state and federal aid); and the County asserts it is at a financial precipice. Although the County has implemented remedial and prophylactic measures, including reductions in social services, cuts in transportation, refinancing of debt, and downsizing the County Executive's office budget, it argues it will need to curb unionized labor costs to close the deficits. In sum, the County argues that it has an inability to meet SOA's demands.

There is no doubt that these are challenging economic times. The fiscal data presented draw concerns about the County's ability to meet all of SOA's demands as they have been presented and will certainly affect the County's ability to pay for years beyond 2008. The County's ability to pay in such years appears to be significantly impaired. The parties will, however, address these issues in their 2009-2010 negotiations and impasse proceedings. I am persuaded, however, that the County has the ability to pay for smaller increases in wages and

benefits in 2007 and 2008 similar to those awarded in the 2007-2008 COBA Interest Arbitration Award.

4. SALARY INCREASE

The COBA Award for 2007 and 2008 is the primary comparable for the purposes of this Award's financial terms. I shall award a 4% raise for each and every step retroactive to January 1, 2007 and an additional 3.5% raise for each and every step retroactive to January 1, 2008.

5. RETROACTIVITY

In light of all relevant factors present for the years 2007 and 2008, I shall award full retroactivity to any unit member who worked during any period incorporated by the term of this award.

6. LONGEVITY

I shall award the following longevity increases: effective and retroactive to January 1, 2007, an increase of \$75.00 per step; effective and retroactive to January 1, 2008, an additional \$200.00 increase per step from the 2007 rate. These increases are the same as those contained in the COBA award and are justified by the full record before me.

7. NIGHT SHIFT DIFFERENTIAL

In the PBA Award no increases were awarded in night shift differential for 2007 but an increase of \$1.50 per shift was awarded retroactive to January 1, 2008. COBA also did not receive an increase for 2007 but was awarded an increase of \$1.50 per shift, retroactive to January 1, 2008. Because SOA's shift differential is calculated in the same manner as COBA's, and given the bargaining history between the Corrections units, I shall award no increase for 2007 and an increase of \$1.50 per shift for 2008.²

8. **WELFARE FUND**

I find that SOA's current Welfare Fund contribution is significantly higher than that provided to COBA and is both appropriate and competitive, at least for 2007. The increase demanded by SOA is accordingly not warranted for 2007 although some increase is for 2008. Accordingly, as with COBA, I shall award no increase for 2007 and, for 2008, a \$45.00 dollar increase per member retroactive to January 1, 2008. Because I see insufficient basis for the requested changes, I reject all other Welfare Fund demands of both parties.

²I issue this amended award to correct an error in the night shift differential section of my initial Award dated September 4, 2010. The June 30, 2010 COBA Award froze the 2006 night shift differential of \$24.00 for 2007 and increased it to \$25.50 for 2008. These dollar amounts are based upon the benefit's daily value. The collective bargaining agreement provides for a weekly rate, which was \$120 for 2006, as of the arbitration award issued for the 2005-2006 contract years. The increase of \$1.50 per shift for 2008 is, therefore, equivalent to a night shift differential of \$127.50 per week. As stated in my September 4, 2010 award, my intention was to provide the SOA with the same increase as COBA, hence this correction.

9. EQUIPMENT

Both COBA and SOA receive an equipment allowance as a result of a 2003 Interest Arbitration Award, justifying equal treatment. That Award was in response to the County's imposition of a dress code requiring uniformed officers in both unions to wear blazers and white gloves. Because I awarded COBA an increase in this allowance in its 2007-2008 Award, I shall award the same increase to SOA: no increase for 2007 and a \$50.00 increase retroactive to January 1, 2008.

10. HEALTH BENEFITS

The County seeks significant changes to SOA's current health insurance structure. While I recognize that these changes may result in significant financial savings to the County, awarding health benefit changes retroactively is impracticable. While the increasing costs of health insurance must be addressed by the parties because they significantly affect labor costs, I find that the interests of the parties are best served by deferring this important issue in their 2009-2010 negotiations. Indeed, I strongly encourage them to address this issue because, as has been demonstrated on the national level, the current cost of health benefits are not sustainable and seriously erode the County's ability to pay and provide

services in a cost effect manner. I shall therefore award no changes to the current health care provisions for 2007-08.

11. OTHER PROPOSALS

As to all remaining disputed issues, on the entire record before me I find insufficient basis to direct any change of the status quo. I therefore reject all other proposals made by SOA and the County that are not addressed or modified in this Award.

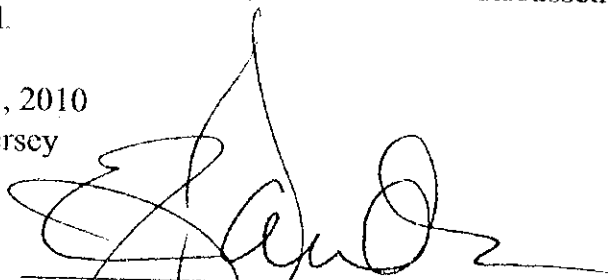
By reason of the foregoing, I issue the following

AWARD

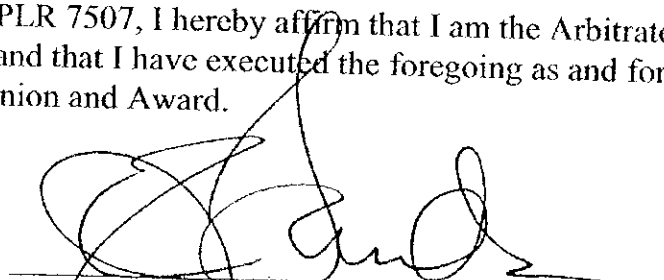
1. This Award covers the two year term, January 1, 2007 through December 31, 2008. All terms and conditions of the parties' expired collective bargaining agreement shall continue in full force and effect except those modified in this Award and by any prior Interest Arbitration Awards.
2. The terms of this Award shall be implemented as soon as practicable.
3. Salaries shall be increased by 4% retroactive to January 1, 2007 and by 3.5% retroactive to January 1, 2008. Full retroactivity shall be paid to any member of the bargaining unit who worked during any part of calendar years 2007 and 2008 for any period of time they were employed by the County.
4. The parties' current longevity provision shall be amended for 2007 with an increase of \$75.00 and, for 2008, with an increase of an additional \$200 over the 2007 rate. Full retroactivity shall be paid to any member of the bargaining unit who worked during any part of calendar years 2007 and 2008.

5. While I do not award any increase in the night shift differential provision for 2007, I award an increase of \$1.50 (\$7.50 per week) effective January 1, 2008. Full retroactivity shall be paid to any member of the bargaining unit who worked during any part of calendar year 2008 for the period of time they were employed by the County.
6. While I do not award an increase in the Welfare Fund provision for 2007, I award a \$45.00 increase effective January 1, 2008 per member. Full retroactivity shall be paid for any member of the bargaining unit who worked during any part of calendar year 2008.
7. While I do not award an increase in the Equipment Allowance for 2007, I award an increase of \$50.00 effective January 1, 2008. Full retroactivity shall be paid to any member of the bargaining unit who worked during any part of calendar year 2008.
8. All other proposals of the parties, whether or not discussed herein, are hereby rejected.

Dated: September 23, 2010
West Orange, New Jersey


JOHN E. SANDS
Impartial Arbitrator
AFFIRMATION

Pursuant to CPLR 7507, I hereby affirm that I am the Arbitrator in the above matter and that I have executed the foregoing as and for my Amended Opinion and Award.


JOHN E. SANDS
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