

MEMORANDUM OF AGREEMENT

Entered this __ day of September, 2012 between the County of Westchester and Westchester County Corrections Superior Officers Association (SOA).

The parties' last collective bargaining agreement as modified by subsequent interest arbitration awards shall be amended in the respects set forth in this Memorandum of Agreement.

1. Term:

This agreement shall cover the term January 1, 2009 through December 31, 2015.

2. Wages for current employees as of the signing of this Memorandum of Agreement:

- a. Sergeants who were first appointed to a position in the County Department of Corrections on or after September 1, 2012 shall have three salary steps reaching the job rate commencing with their fourth year as a sergeant. The existing increment between correction officer and sergeant shall be equally distributed for such appointees. Corrections officers employed by the County prior to September 1, 2012 shall not be subject to the steps upon their promotion.
- b. Effective January 1, 2009, each step of the salary schedule in effect on December 31, 2008 shall be increased by three percent (3%)
- c. Effective January 1, 2010, each step of the salary schedule in effect on December 31, 2009 shall be increased by three percent (3%)
- d. Effective January 1, 2011, each step of the salary schedule in effect on December 31, 2010 shall be increased by two and one half percent (2.5%)
- e. There shall be no increase from January 1, 2012 through March 31, 2012. Effective April 1, 2012, each step of the salary schedule in effect on December 31, 2011 shall be increased by two and one half percent (2.5%)
- f. There shall be no increase from January 1, 2013 through June 30, 2013. Effective July 1, 2013, each step of the salary schedule in effect on December 31, 2012 shall be increased by two and one half percent (2.5%)
- g. There shall be no increase from January 1, 2014 through June 30, 2014. Effective July 1, 2014, each step of the salary schedule in effect on December 31, 2013 shall be increased by two and one half percent (2.5%)
- h. There shall be no increase from January 1, 2015 through June 30, 2015. Effective July 1, 2015, each step of the salary schedule in effect on December 31, 2014 shall be increased by two and one half percent (2.5%)

The above increases will be fully retroactive to any bargaining unit member who worked during any period covered by the term of this agreement, except those who retired subject to a retirement incentive offered during calendar year 2010 or who were terminated by a discharge for cause.

The schedule of salary steps in effect on December 31, 2008 shall be amended to reflect the foregoing and shall be attached to this Memorandum of Agreement, which shall be subject to the parties' agreement on said schedule.

3. Night Shift Differential:

- a. Effective January 1, 2013, shift differential in effect on December 31, 2012 shall be increased by one dollar (\$1.00) per day.
- b. Effective January 1, 2014, shift differential in effect on December 31, 2013 shall be increased by one dollar (\$1.00) per day.
- c. Effective January 1, 2015, shift differential in effect on December 31, 2014 shall be increased by one dollar (\$1.00) per day.

4. Longevity:

- a. Effective January 1, 2013, longevity in effect on December 31, 2012 shall be increased by one hundred (\$100.00) per step.
- b. Effective January 1, 2014, longevity in effect on December 31, 2013 shall be increased by one hundred (\$100.00) per step.
- c. Effective January 1, 2015, longevity in effect on December 31, 2014 shall be increased by one hundred (\$100.00) per step.

5. Welfare Fund:

- a. Effective January 1, 2012, welfare fund rate in effect on December 31, 2011, shall be increased by one hundred dollars (\$100.00) per year retroactively.
- b. Effective January 1, 2013, welfare fund rate in effect on December 31, 2012, shall be increased by one hundred dollars (\$100.00) per year retroactively.
- c. Effective January 1, 2014, welfare fund rate in effect on December 31, 2013, shall be increased by one hundred dollars (\$100.00) per year retroactively.
- d. Effective January 1, 2015, welfare fund rate in effect on December 31, 2014, shall be increased by one hundred dollars (\$100.00) per year retroactively.

The County will make welfare fund contributions for any active member of SOA who dies with a minimum of fourteen years' service.

6. Health Benefits:

- a. Effective 1/1/13 and subject to proof of alternative coverage, a health insurance buyout at fifty percent (50%) of the Individual Premium Rate shall be offered and is to be paid in equal installments semiannually. The choice shall be made each year during the open enrollment period.
- b. Upon ratification by both SOA and the County Legislature, all current employees as of that date shall contribute twelve and one half percent (12.5%) towards the cost of

- the Health Insurance Premium equivalent. For example, the POMCO premium equivalent for 2012 is \$20,816 for a family plan and \$7,890 for an individual plan.
- c. Effective 1/1/13, all current employees as of the above ratification date shall contribute thirteen percent (13%) towards the cost of the Health Insurance Premium equivalent. The premium equivalent in effect on 12/31/12 cannot rise more than 6.5%
 - d. Effective 1/1/14, all current employees as of the above ratification date shall contribute fourteen percent (14%) towards the cost of the Health Insurance Premium equivalent. The premium equivalent in effect on 12/31/13 cannot rise more than 6.5%
 - e. Effective 1/1/15, all current employees as of the above ratification date shall contribute fifteen percent (15%) towards the cost of Health Insurance Premium equivalent. The premium equivalent in effect on 12/31/14 cannot rise more than 6.5%.
 - f. Bargaining unit employees who choose another offered health insurance program than POMCO shall also pay the difference between the premium for that program and the POMCO premium equivalent.
 - g. All members of the bargaining unit from January 1, 2009 to the execution date of this Memorandum of Agreement who have retired or who shall retire shall not contribute to the health insurance premium equivalent following their retirement. This understanding shall be memorialized in writing through individual agreements executed between the County of Westchester and each such member of the bargaining unit. The County and SOA agree to negotiate and draft the terms and conditions to be used in those individual contracts.
 - h. Effective 1/1/12, COBA bargaining unit members contributing 20% of the health insurance premium equivalent shall continue to contribute 20% of the premium equivalent upon their promotion to SOA bargaining unit positions and during their retirement.
 - i. Effective upon the above ratification date, the spouse and dependents of an active bargaining unit member who dies with at least fourteen (14) years of County service shall be covered by fully paid hospitalization.
 - j. Effective upon the ratification of this agreement, in the event of a death in the line of duty of an employee, the employee's dependents shall be covered by fully paid health insurance.
 - k. All health insurance premiums equivalent contributions made by members of the bargaining unit shall be applied on a pre-tax basis over twenty-four (24) pay periods.
 - l. Effective 1/1/13, the co-pays and deductibles shall be identical to those for the Teamsters bargaining unit, which appear below as Attachment A.

7. Mutual Exchanges:

Effective upon the above ratification date, the County and SOA agree to add the Mutual Exchange Police now in effect to the collective bargaining agreement. The parties also agree to change the monthly allotment of mutual exchanges allowed from five (5) days to ten (10) days. The parties also agree to change the time frame for bargaining unit members to complete mutual exchanges from thirty (30) days to sixty (60) days (i.e. to reciprocate a

mutual). Finally, the parties also agree to change the number of mutual exchanges allowed in one year from fifty-two (52) days to eighty (80) days.

8. Grievance Mediation Program:

The parties shall implement a grievance mediation program for the resolution of any issue pending at any stage of the grievance procedure, for any issue for which a grievance has not yet been filed, or for any issue that is not subject to the grievance procedure. The following rules shall apply:

- a. The grievance mediation sessions shall take place on a quarterly basis.
- b. Howard Edelman, Roger Maher or another mediator mutually designated by the County and SOA shall preside as the mediator.
- c. The parties agree to share the cost and fees associated with the grievance mediation sessions.
- d. Either side may bring up to two (2) issues at each grievance mediation session, unless otherwise agreed to by the parties.

9. Zipper Clause:

All proposals not addressed by this Memorandum of Agreement are withdrawn.

Agreed to by and between the parties' representatives present as the conclusion of the drafting of this document:

FOR THE COUNTY

FOR SOA
