

DENNIS J. CAMPAGNA
ATTORNEY/ARBITRATOR

*Neutral services including interest based negotiations &
problem solving, mediation, facilitation and arbitration*
State of Florida Special Magistrate for Labor Relations

March 2, 2010

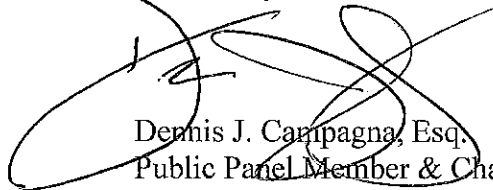
Richard A. Curreri, Esq.
Director of Conciliation
NYS PERB
80 Wolf Road, Ste 500
Albany, N.Y. 12205-2656

Re: Matter of Interest Arbitration
Westchester County & Westchester County Public Safety PBA
(Officers, Detectives & Sergeants)
PERB Case No. IA2008-029, M2008-188

Dear Mr. Curreri:

Enclosed please find three (3) fully executed Summary Awards in the above matter. Mindful of my obligation to support the Panel's findings with full analysis and discussion compliant with Section 209 of the Act, be assured that such full analysis will follow shortly.

Yours truly,



Dennis J. Campagna, Esq.
Public Panel Member & Chairperson

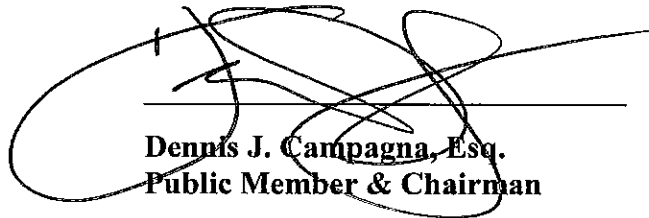
Enc.

cc: Lori A. Alesio, Esq., Sr. Assistant County Attorney (w/ Summary Award)
John K. Grant, Esq., Counsel for NYSUPA (w/ Summary Award)
Anthony V. Solfaro, President, NYSUPA (w/ Summary Award)
Michael W. Wittenberg, County Consultant (w/ Summary Award)

**SUMMARY AWARD
WESTCHESTER PBA
[FOR POLICE OFFICERS, DETECTIVES & SERGEANTS]**

1.1 Duration

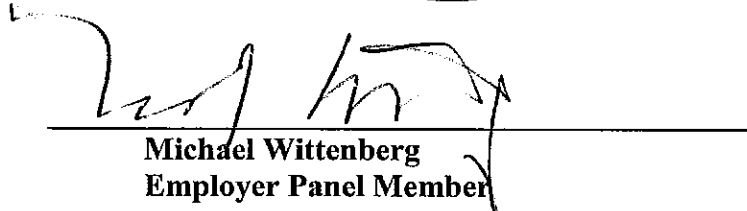
The duration of this Award shall be January 1, 2007 through December 31, 2008. The terms of the Award shall be implemented as soon as possible but in no event later than the first pay period in April, 2010. The County shall provide a worksheet for all Unit Members detailing the basis of the calculation of his/her compensation, including any retroactive amounts that may be due pursuant to the terms of this Award and will make every effort to do so not later than thirty (30) days following the date of the Panel Chairman's signature but in no event more than forty-five (45) days following such.



Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10
DATE

[Concur]
 [Dissent]



Michael Wittenberg
Employer Panel Member

4/2/10
DATE

[Concur]
 [Dissent]

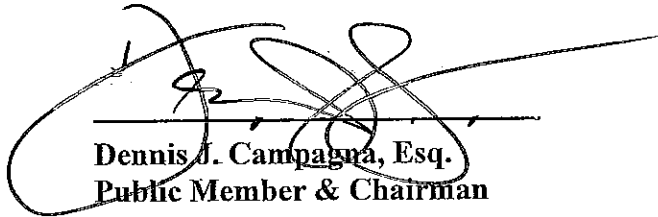


Anthony Solfare
Employee Organization Panel Member

2/27/10
DATE

5.2 PAY CALCULATIONS

	(4.0%) <u>1/1/07</u>	(3.5%) <u>1/1/08</u>
<u>POLICE OFFICER</u>		
Starting	\$45,734	\$47,335
After 1 Year	\$55,205	\$57,137
After 2 Years	\$64,660	\$66,923
After 3 Years	\$74,131	\$76,726
After 4 Years	\$83,583	\$86,508



 Dennis J. Campagna, Esq.
 Public Member & Chairman

3/2/10
 DATE

[Concur]
 [Dissent]



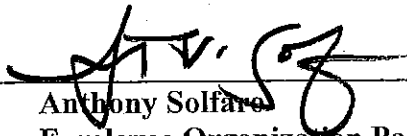
 Michael Wittenberg
 Employer Panel Member

2/27/10
 DATE

While I have consented to the award, any decision to do so must be looked at through the prism of time. The statutory criteria requires me to evaluate the financial conditions in effect during the term of the award which is 2007 to 2008, as well as the conditions that currently apply to Westchester County.

If the term of the award was more current, I surely would have declined to support an award with wages and other increases of this magnitude. However, in the interest of fairness and taking into consideration the financial and economic conditions in 2007 and 2008, I shall consent.

[Concur]
 [Dissent]



 Anthony Solfaro
 Employee Organization Panel Member

2/27/10
 DATE

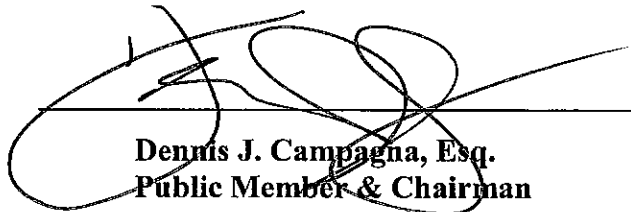
DETECTIVES

1/1/07

1/1/08

(1) 1 st – 2 nd Year (N/C)	\$89,350	\$92,564
(2) 3 rd – 4 th Year (N/C)	\$89,935	\$93,212
(3) 5 th Year and Above (N/C)	\$90,688	\$94,077

- (1) 1/1/07 – 6.9% differential above After 4 Year Police Officer (No Change “N/C”)
1/1/08 – 7.0% differential above After 4 Year Police Officer (+.1%)
- (2) 1/1/07 – 7.6% differential above After 4 Year Police Officer (N/C)
1/1/08 – 7.75% differential above After 4 Year Police Officer (+.15%)
- (3) 1/1/07 – 8.5% differential above After 4 Year Police Officer (N/C)
1/1/08 – 8.75% differential above After 4 Year Police Officer (+.25%)



Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10
DATE

[Concur]
[Dissent]



Michael Wittenberg
Employer Panel Member

4/27/10
DATE

[Concur]
[Dissent]



Anthony Solfaro
Employee Organization Panel Member

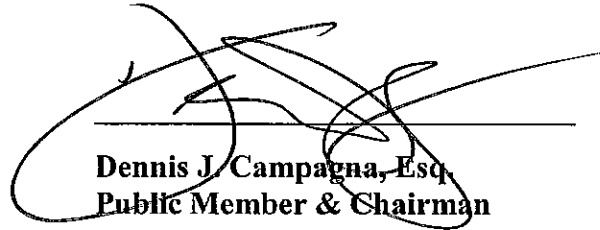
2/27/10
DATE

SERGEANTS

(1) 1/1/07
\$97,792

(2) 1/1/08
\$101,603

- (1) 1/1/07 – 17.0% differential above After 4 Year Police Officer (N/C)
- (2) 1/1/08 – 8.0% differential above a 5th Year Detective.



Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10

DATE

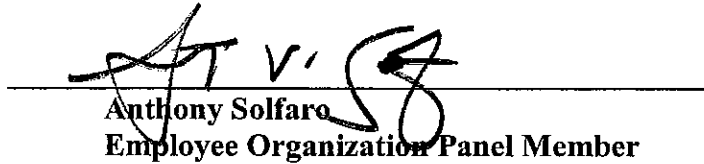
[Concur]
[Dissent]



Michael Wittenberg
Employer Panel Member

2/20/10
DATE

[Concur]
[Dissent]

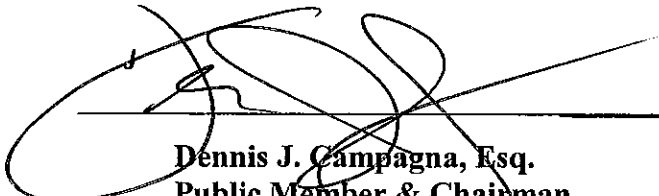


Anthony Solfaro
Employee Organization Panel Member

2/10/10
DATE

5.2 LONGEVITY

YEARS OF SERVICE	01-01-2007 Increase	01-01-2007 Amount	01-01-2008 Increase	01-01-2008 Amount
After 5 Years	\$75.00	\$2775.00	\$200.00	\$2975.00
After 10 Years	\$75.00	\$2975.00	\$200.00	\$3175.00
After 15 Years	\$75.00	\$3175.00	\$200.00	\$3375.00
After 20 Years	\$75.00	\$3375.00	\$200.00	\$3575.00




Dennis J. Campagna, Esq.
Public Member & Chairman

2/2/10

 DATE

[Concur]
 [Dissent]



Michael Wittenberg
Employer Panel Member

2/27/10

 DATE

[Concur]
 [Dissent]



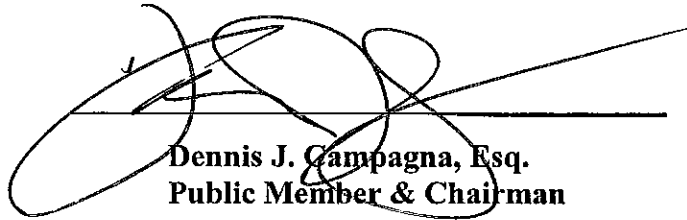
Anthony Solfaro
Employee Organization Panel Member

2/22/10

 DATE

6.2 SHIFT DIFFERENTIAL

(N/C)	(+\$1.50)
<u>1/1/07</u>	<u>1/1/08</u>
\$23.00	\$24.50



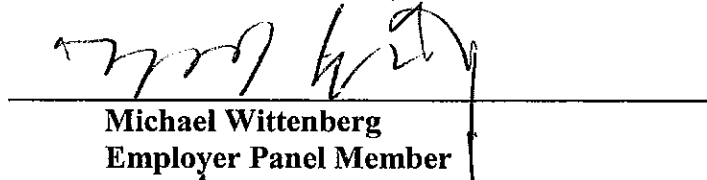
 Dennis J. Campagna, Esq.
 Public Member & Chairman

3/2/10

 DATE

[Concur]
 [Dissent]

 [Concur]
 [Dissent]



 Michael Wittenberg
 Employer Panel Member

2/27/10

 DATE



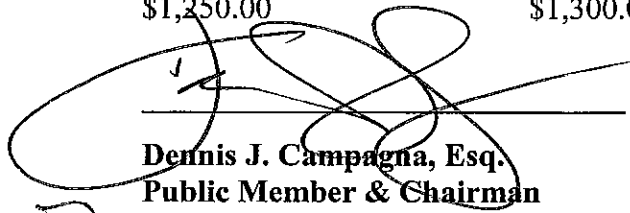
 Anthony Solfaro
 Employee Organization Panel Member

2/27/10

 DATE

6.3 CLOTHING ALLOWANCE

(N/C)	(+\$50.00)
<u>1/1/07</u>	<u>1/1/08</u>
\$1,250.00	\$1,300.00




 Dennis J. Campagna, Esq.
 Public Member & Chairman

3/2/10

 DATE

[Concur]
 [Dissent]

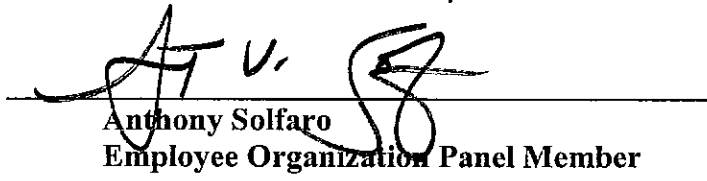
 [Concur]
 [Dissent]



 Michael Wittenberg
 Employer Panel Member

2/27/10

 DATE



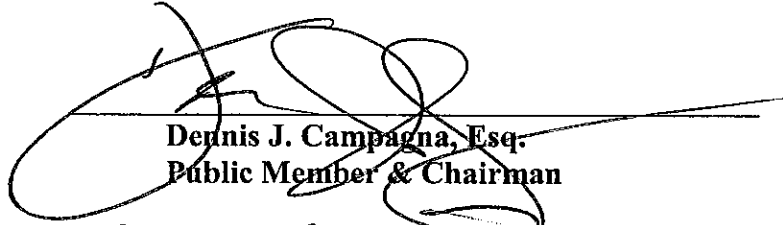
 Anthony Solfaro
 Employee Organization Panel Member

2/27/10

 DATE

6.6 STAND BY ALLOWANCE – COUNTY EXECUTIVE’S SECURITY DETAIL

(N/C)	(+\$100.00)
<u>1/1/07</u>	<u>1/1/08</u>
\$1,000.00	\$1,100.00

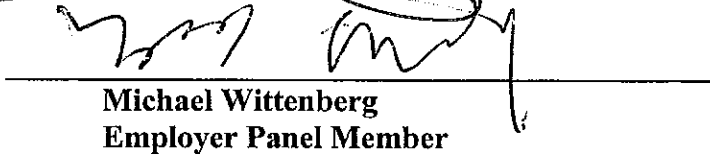


Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10

 DATE

[Concur]
 [Dissent]



Michael Wittenberg
Employer Panel Member

2/27/10

 DATE

[Concur]
 [Dissent]



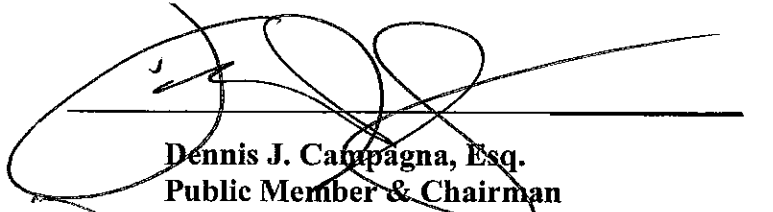
Anthony Solfaro
Employee Organization Panel Member

2/27/10

 DATE

6.6 STAND BY ALLOWANCE - BOMB SQUAD

(N/C)	(+\$100.00)
<u>1/1/07</u>	<u>1/1/08</u>
\$4,000.00	\$4,100.00



Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10

 DATE

[Concur]
 [Dissent]

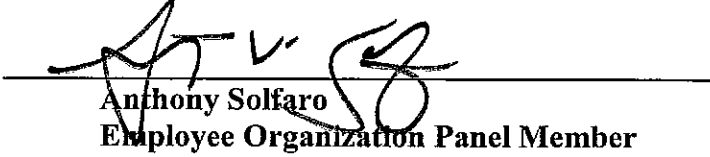


Michael Wittenberg
Employer Panel Member

2/27/10

 DATE

[Concur]
 [Dissent]



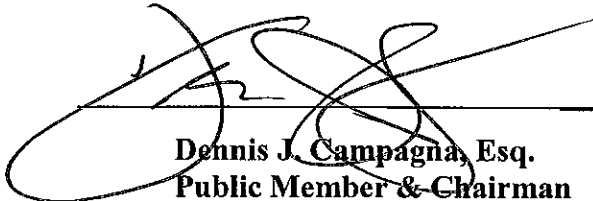
Anthony Solfaro
Employee Organization Panel Member

2/27/10

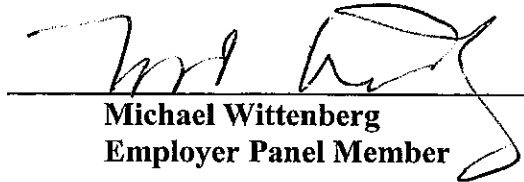
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8.2 WELFARE FUND

a.	(N/C)	(+\$45.00)
	<u>1/1/07</u>	<u>1/1/08</u>
	\$1,855.00/yr	\$1,900.00/yr

 _____ Dennis J. Campagna, Esq. Public Member & Chairman	3/2/10 _____ DATE
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[Concur]
[Dissent]

 _____ Michael Wittenberg Employer Panel Member	2/2/10 _____ DATE
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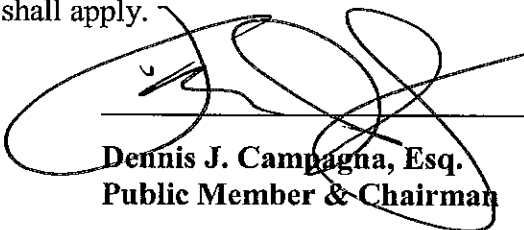
[Concur]
[Dissent]

 _____ Anthony Solfaro Employee Organization Panel Member	2/27/10 _____ DATE
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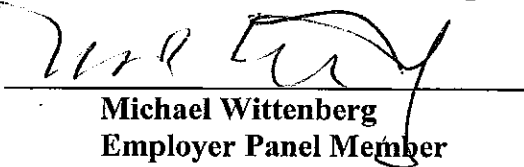
K-9 COMPENSATION

While the Panel is mindful that the issue of K-9 Compensation is currently before the Courts, we believe that some additional compensation is warranted over and above the \$3600 amount set by the County. Accordingly, the Panel Awards the following:

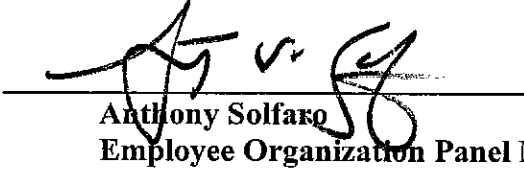
K-9 Officers shall receive the same stipend as the Bomb Squad noted above (\$4000.00 as of 01-01-2007 and \$4100.00 as of 01-01-2008) with the understanding that should the Court award a greater sum, that sum shall apply.

 _____ Dennis J. Campagna, Esq. Public Member & Chairman	3/2/10 _____ DATE
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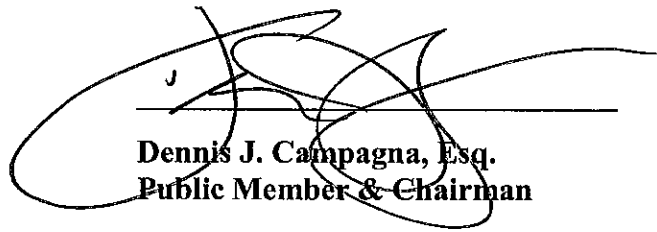
[Concur]
[Dissent]

 _____ Michael Wittenberg Employer Panel Member	2/27/10 _____ DATE
--	--------------------------

[Concur]
[Dissent]

 _____ Anthony Solfaro Employee Organization Panel Member	2/27/10 _____ DATE
--	--------------------------


RETROACTIVITY: The Panel Awards full retroactivity to any Unit Member who worked during any period incorporated by the term of this Award.



Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10
DATE


[Concur]
 [Dissent]



Michael Wittenberg
Employer Panel Member

2/27/10
DATE

[Concur]
 [Dissent]

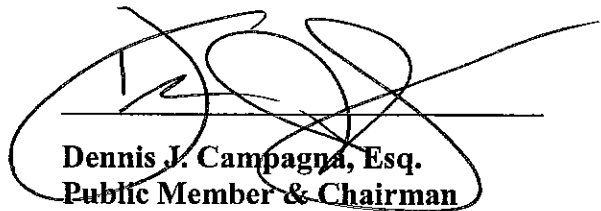


Anthony Solfaro
Employee Organization Panel Member

2/27/10
DATE

AWARD ON REMAINING ISSUES - COUNTY

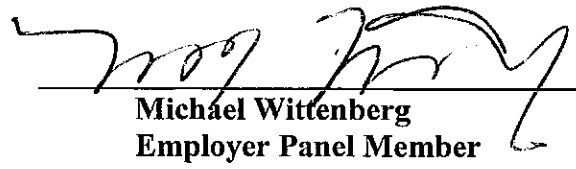
Any proposals and/or terms other than those specifically modified by this Award are hereby rejected.



Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10
DATE

[Concur]
 [Dissent]



Michael Wittenberg
Employer Panel Member

2/27/10
DATE

[Concur]
 [Dissent]

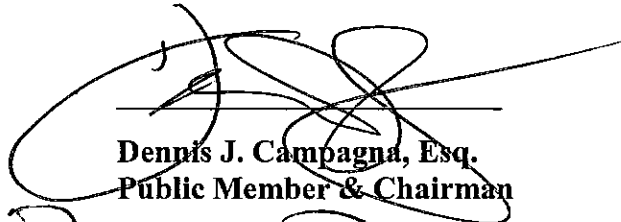


Anthony Solfaro
Employee Organization Panel Member

2/27/10
DATE

AWARD ON REMAINING ISSUES - PBA

Any proposals and/or terms other than those specifically modified by this Award are hereby rejected.

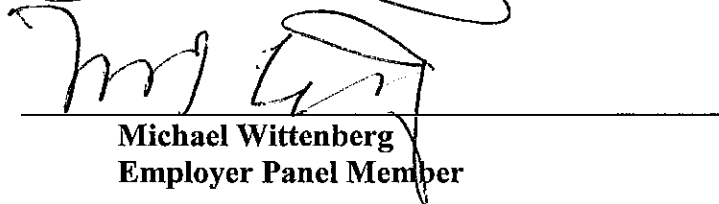


Dennis J. Campagna, Esq.
Public Member & Chairman

3/2/10

DATE

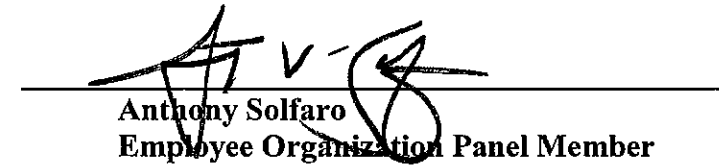
[Concur]
 [Dissent]



Michael Wittenberg
Employer Panel Member

2/27/10
DATE

[Concur]
 [Dissent]



Anthony Solfaro
Employee Organization Panel Member

2/27/10
DATE

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

COUNTY OF WESTCHESTER,

Employer,

JS Case No. 3922

- And -

WESTCHESTER COUNTY CORRECTION OFFICERS' BENEVOLENT ASSOCIATION, **OPINION AND AWARD**

Union.

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

-----X

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

OPINION

On September 1, 2009, I was designated by the parties to serve as the Interest Arbitrator in this proceeding. On May 18, 2010, 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, 2007, through December 31, 2008?

Pursuant to my authority under Article XVI ("Interest Arbitration") of the parties' collective bargaining agreement, I conducted a hearing in New York, NY on May 18, 2010. Both parties appeared by counsel and made arguments in support of their respective positions. I subsequently gave them full opportunity to adduce and submit written evidence in support of their respective positions. Both sides submitted written statements on June 15, 2010. The parties have raised issues with respect to the

arbitrability of certain proposals. I have denied all such proposals, however, and accordingly have no need to address their arbitrability. Neither side 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 standard 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 presented to me. Instead, the parties 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 expense 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 of 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 interest and welfare of the public and the financial ability of the public employee 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 qualification; (5) job training and skills;

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

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

Upon the consideration of the above as well as all other relevant factors, I have reached the following determination of the matters in dispute and, for the reasons set forth below, will issue them as my Award.

DISCUSSION

1. CONTRACT TERM

In accordance with the parties' contract quoted above, I shall award that the parties' successor Award to that which 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 November 4, 2002, October 18, 2004 and October 6, 2006, 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

COBA argues that the arbitrator should acknowledge and continue the recent bargaining history and pattern which establishes that the County Police Benevolent Association is the appropriate comparator for the COBA. In its brief, the County accepts

that proposition for the limited purpose of determining the economic issues in this arbitration. Although the County also cites a recent contract settlement between the Town of Harrison's police unit as another public safety comparator, that agreement was for the 2010 through 2012 term. Based upon the evidence presented, I conclude that the County PBA Award issued on or about February 2010, covering the same interest arbitration period of calendar years 2007 and 2008, is the most completely comparable one on which to base financial terms of the COBA bargaining unit. I have accordingly used that arbitration Award as the guiding comparable on financial issues. My 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. COBA argues that the County's fiscal condition in 2007 and 2008 was generally sound and thus the union's demands are well within the County's means. While it acknowledges that the economic downturn has had some impact on the County, it argues that the County is not in dire straits. In support, it relies heavily on the testimony presented by economist Kevin Decker in the recent PBA arbitration and his updated review of the County's 2007-2008 economic status. This evidence suggests that the primary source of funds for the Corrections budget comes from the General Fund, which has enjoyed significant and healthy balances in 2007 and 2008. The union argues that its demands do not bear heavily on the County's available fund balance and, in the grand scheme of things, represents only a fraction of the County's expenditures. The evidence also shows that the

General Fund balances are largely derived from real property taxes and sales taxes, which the union argues (a) are historically stable sources of revenue and (b) 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 further support of its argument that the County has the ability to pay, the union points to the then-County Executive's words proclaiming that the state of the County in 2007 and 2008 was sound and 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, COBA contends 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 afford given its current economic status and projected budgetary deficits, not just the fiscal status of the County in 2007 and 2008. It argues that any economic award cannot be issued in a vacuum; rather one 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 County's 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 after factoring in the expenditures for the 2009 budget. 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 COBA'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 COBA's demands as they have been presented and will certainly have an impact on 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 over which I maintain jurisdiction as Arbitrator. 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 Arbitrator Campagna awarded in the 2007-2008 PBA Interest Arbitration Award.

4. SALARY INCREASE

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 award full retroactivity to any unit member who worked during any period covered 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 PBA 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 a modest increase of \$1.50 was awarded retroactive to January 1, 2008. Similarly, I shall award no increase for COBA for 2007, but I shall award an increase of \$1.50 over the current rate of \$24.00 retroactive to January 1, 2008, bringing the differential rate to \$25.50. Both sides have also made proposals seeking to modify the start time for differential pay. As was the case in the PBA arbitration, however, I see no basis for changing which shifts are eligible for additional compensation.

8. WELFARE FUND

Although I find that the current contribution given to COBA is significantly less than that provided to the PBA, I also find that the current amount is both appropriate and competitive. Therefore, the proposed increase requested by COBA is not warranted although some increase is. I shall accordingly award no increase for

2007, and, for 2008, I shall award a \$45.00 dollar increase per member per year retroactive to January 1, 2008. I reject all other demands related to the Welfare Fund requested by both parties because I see no basis in the record for any of them.

9. EQUIPMENT

Although I recognize an exact comparable does not exist between COBA's equipment allowance and the PBA's clothing allowance, I believe a substantial comparison can be made between the two justifying similar treatment. Both groups are required to present and dress themselves in a professional manner. Both are required to have the appropriate equipment and clothing to meet that end. While the PBA receives a greater amount in their clothing allowance, COBA has not received any additional moneys related to this item since my Award dated October 18, 2004. As a result, I shall award no increase for 2007 but a \$50.00 increase retroactive to January 1, 2008.

10. HEALTH BENEFITS

The County seeks significant changes to COBA's current health insurance structure. While I recognize that these changes may result in significant financial savings to the County, the practicalities of awarding health benefit changes retroactively are questionable. While the increasing costs of health insurance must be addressed by the parties because they have a significant impact on labor costs, I find that the interests of the parties are best served by letting them address this important issue in their 2009-2010 negotiations. As noted above, in the event the parties are unable to agree on that and other issues, they may present them to me as Arbitrator in conjunction with any 2009-2010 impasse proceedings should they become necessary. The parties are, however, strongly encouraged to address this issue since, as has been demonstrated on the national

level, the current cost of health benefits is not sustainable and seriously erodes the County's ability to pay and provide services in a cost-effective manner. I shall accordingly award no changes to the current health care provisions.

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 accordingly reject all other proposals made by COBA and the County that I have not otherwise addressed or modified.

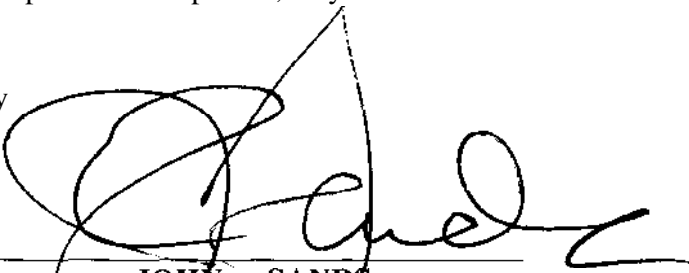
By reason of the foregoing, I issue the following

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 by 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 3.5% retroactive to January 1, 2008 with full retroactivity paid to any member of the bargaining unit who worked during any part of calendar years 2007 or 2008.
4. The longevity provision of the parties' expired collective bargaining agreement shall be amended for 2007 with an increase of \$75.00 per step and for 2008 with an increase of an additional \$200.00 per step over the 2007 rate. Full retroactivity shall be paid to any bargaining unit member who worked during any part of calendar years 2007 or 2008.

5. While I have not awarded any increases in the night shift differential provision for 2007, I do award an increase of \$1.50 effective January 1, 2008, resulting in a rate of \$25.50. Full retroactivity shall be paid to any bargaining unit member who worked during any part of calendar year 2008.
6. While I have not awarded an increase in the Welfare Fund contribution for 2007, I do award a \$45.00 increase per year effective January 1, 2008 per bargaining unit member with full retroactivity paid for any bargaining unit member who worked during any part of calendar year 2008.
7. While I have not awarded an increase in the Equipment allowance for 2007, I do award an increase of \$50.00 effective January 1, 2008 with full retroactivity paid to any bargaining unit member who worked during any part of calendar year 2008.
8. I reject all other proposals of the parties, why: her or not discussed herein.

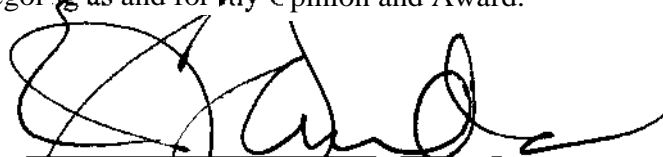
Dated: July 2, 2010
West Orange, New Jersey



JOHN 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 own opinion and Award.



JOHN E. SANDS

