

**WESTCHESTER COUNTY
PUBLIC EMPLOYMENT RELATIONS BOARD**
----- X
In the Matter of the Interest Arbitration

between
the County of Westchester,
Public Employer,

PANEL'S OPINION
AND AWARD

Case No. 001-93

and

**WESTCHESTER COUNTY POLICE
OFFICERS' BENEVOLENT ASSOCIATION
INC.,**
Employee Organization.

----- X

In accordance with the provisions of Section 209.4 of the Civil Service Law, the following panel was designated by the Westchester County Public Employment Relations Board pursuant to Local Act No. 84-1967 as amended by Local Act No. 28-1982, and in accordance with Paragraph 9(d):

Herbert Haber, Esq.
Public Panel Member and Chairman

Michael Wittenberg
Employer Panel Member

Raymond G. Kruse, Esq.
Employee Organization Panel Member

The panel was convened for the purpose of resolving, through the issuance of an Interest Arbitration Award, the continuing impasse between the parties, in their dispute over issues relating to a new collective bargaining agreement to commence January 1, 1993.

Hearings were conducted before the undersigned commencing on October 29, 1993 at the Westchester County Office Building, at which time the parties submitted various exhibits and presented arguments in support of their respective positions. This award is issued after due deliberation and careful consideration of all of the issues, the evidence in support thereof submitted by the parties, and the following factors, in accordance with Section 209.4 of the Civil Service Law and as specified in Paragraph 9(v) of the Local Act:

(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 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 provision for salary, insurance and retirement benefits,

medical and hospitalization benefits, paid time off and job security.

Only those issues upon which affirmative findings have been made are dealt with in the "Discussion" portion of this award. "Discussion" is intended only as a highlight summary of the arguments presented by each side, and is not to be deemed to be exhaustive. Those issues which were presented by the parties, but not specifically dealt with in the "Discussion", were denied in their entirety.

THE ISSUES

The following issues were submitted by the respective sides:

Joint Issues.

Issue No. 1 - Length of Agreement

Issue No. 2 - Salary Schedule

Issue No. 3 - Health Insurance

Issue No. 4 - Holidays

Union Issues:

Issue No. 5 - Other Wage Increases

- a) Longevity
- b) Detective Differential
- c) Shift Differential
- d) Out-Of-Title Pay
- e) Field Training Officers

Issue No. 6 - Vacation

Issue No. 7 - Clothing Allowance

Issue No. 8 - Welfare Fund

Issue No. 9 - Sick Leave

- a) Maximum Accumulation
- b) Buy-Out

Issue No. 10 - Retirement

Issue No. 11 - Disciplinary Procedures

Issue No. 12 - Meal Allowance

Issue No. 13 - Association Time

Employer Issues

Issue No. 14 - Chart Day Payment

Issue No. 15 - Change of Tour Notice

Issue No. 16 - Issuing Parking Tickets at WCC

Issue No. 17 - Chart Days

BACKGROUND

Westchester County is located in the southeast corner of New York State, bounded by Rockland and Orange Counties immediately to the west, the State of Connecticut to the east, Putnam County to the north and New York City (Bronx County) to the south.

Westchester County has 39 police departments: 6 city police departments; 10 town police departments; 22 village police departments; and the Department of Public Safety which is the police agency of the County itself.

The bargaining unit involved herein is presently comprised of 217 members, which includes 129 Patrol Officers, 56 Detectives and 32 Sergeants.

Members of the unit provide security and protection for County owned buildings and facilities, support and back-up for town and village police

departments, and highway patrol functions for the major highways in the County.

The April 1, 1985 to March 31, 1986 CBA and the April 1, 1987 through December 31, 1988 CBA were both settled through Interest Arbitration, with Paul Kell and David Stein as the respective Panel Chairs.

The Collective Bargaining Agreement for the January 1, 1989 through December 31, 1990 period was negotiated between the parties without third party intervention.

The most recent CBA, covering the period January 1, 1991 through December 31, 1992 was formulated through an Interest Arbitration Award, with Jeffrey M. Selchick as the Panel Chair.

All of the aforementioned documents were submitted into evidence and considered by the panel.

ISSUE NO. 1 - LENGTH OF AGREEMENT.

Given the statutory limitations of the Panel's authority to issue an Award, which is for a period not to exceed two (2) years, and the date of issuance of this Award, the term shall be from January 1, 1993 through December 31, 1994.

ISSUE NO. 2 - SALARY SCHEDULE.

Upon the expiration of the most recent Collective Bargaining Agreement on December 31, 1992, the following salary schedule was in effect:

<u>Rank</u>	<u>Salary</u>
<u>Police Officers</u>	
Starting Salary	\$33,595
After 1 year	\$37,565
After 2 years	\$40,385
After 3 years	\$43,780
After 4 years	\$47,195
<u>Sergeants</u>	\$55,220 (17% above top grade P.O. salary)
<u>Detectives</u>	
1st & 2nd year	\$50,451 (6.9% above 1st grade ptl.)
3rd & 4th year	\$50,782 (7.6% above 1st grade ptl.)
5th year and above	\$51,207 (8.5% above 1st grade ptl.)

PBA Position

The PBA proposes an increase of 7% for 1993, and a similar increase for the year 1994.

The PBA bases its demand primarily on the statutory criterion that directs comparison with other employees performing similar services or requiring similar skills under similar working conditions in comparable communities. Since the DPS is a county police force, the "comparable communities" are other counties. In turn, the counties which should be taken into consideration for comparison are Nassau, Suffolk and Rockland. During the years that it made its statistical analyses available, PERB divided New York State into two areas for reporting purposes: Upstate and Downstate. "Downstate" consisted of Rockland, Westchester, Nassau and Suffolk counties. New York City was excluded because it was unique unto itself, at least for comparison purposes. "Upstate" was all the rest of the State. PERB's division of the State into those two areas was soundly and solidly based on the

economic realities that bind the four "Downstate" counties and dramatically set them apart from all others. To illustrate this, the PBA submits the full value per capita in Westchester, Rockland, Nassau and Suffolk as \$75,714, \$64,124, \$74,737, and \$68,140 respectively, with the average of these four downstate counties being \$71,888. Of the downstate counties, Westchester has the highest full value per capita. The PBA also submits that the full value per capita for all "Upstate" counties is \$28,710, which is less than 2/5ths of the full value per capita of the downstate counties. The PBA bases its figures on the population and full value statistics set forth in the New York State Comptroller's "Special Report on Municipal Affairs - 1991", which was issued in December of 1992.

The PBA claims that a significant difference exists between the work product and the demands placed upon county police officers as compared with those of local police departments located in counties where a county police department also exists. County police officers are expected to provide support services to local departments, most especially in areas of investigation, which are generally beyond the organizational capacity of the local departments. Inasmuch as the county police department competes with the local departments for its recruits, the salary should be sufficiently competitive to attract the top candidates with the highest degree of talent and ability who will be able to handle the more sophisticated techniques and procedures which exist on a county level operation with both intra and inter county interfacing.

Even though Westchester County has the greater ability to pay, in terms of the full value of its property per capita, top patrol officer salaries in the Nassau County Police Department is \$49,124, while the top patrol officer salary in the Suffolk County Police Department is \$50,014 as of December 31, 1992. In Rockland County, which does not have a county police force, where, therefore, the local departments must operate on the same level of sophistication as a county police department, the average top patrol officer salary as of December 31, 1992 was \$52,808. The salaries of the other downstate counties are therefore significantly above the \$47,195 salary of the top Westchester County DPS patrol officer as of December 31, 1992.

The PBA points out that the Nassau County police officers received a 6.5% increase for the 1993 year while Suffolk County received a 4.75% increase for the same period, while, for the 1994 fiscal year they received increases of 6.2% and 6.6% respectively. In Rockland County, with eight out of ten municipalities having settled, the average increase was 5.4% for the 1993 year, while the average increase for the 1994 year, with three municipalities out of ten having settled was 5.5%. The PBA further demonstrates that even among the local departments in Westchester County, with eighteen out of thirty-eight municipalities having settled, the average increase was 5%, while for the 1994 year the average increase was 4.48% with six municipalities having settled.

The PBA contends that in the face of these wage and wage increase statistics, the 7% per annum wage increase which it demands is warranted to move it ever so slightly toward equity in the county arena.

It is the PBA's position that the salary demand which it has made falls well within Westchester County's ability to pay. Not only does Westchester County have the highest true valuation per capita in New York State, it has met its ongoing fiscal obligations while remaining relatively debt-free. According to the State Comptroller's office, its Debt Subject to Constitutional Debt Limit is only 10% of its constitutional debt limit. This compares favorably with Nassau County at 21%, Suffolk County at 16%, Rockland County at 9% and the average of the "Upstate" counties of 16%. Moreover, the DPS budget of approximately \$13,020,145 is only 1.04% of the overall county budget of \$1,250,000,000 with DPS personnel costs being only a portion of the DPS overall budget.

County Position

The County has proposed a decrease of \$8,595 in the starting salary; a \$7,565 decrease in the salaries of patrol officers with one year experience; a \$2,285 decrease in the salaries of patrol officers with two years experience; and a freeze on the top two salary steps of the schedule.

Contrary to the PBA's basis of comparison, the employer holds that the basis of comparison lies solely within the confines of the county and its various police departments. Within this realm of comparison, the DPS police unit top patrol salary is already more than \$1,000 above the average of the other municipalities within the county. The County also stresses that the wages cannot be viewed in a vacuum, but must be taken in context of the

various other benefits which the DPS police receive, and which, in just about every instance, are at or comfortably above the average.

The County maintains that its position of wage decreases or freezes reflects the realities of today's economic climate. The County contends that the CPI-U increase of the NY Metropolitan area was only 2.4% in 1993, with no indications of an acceleration in its rate of increase. In addition, wage increases for the Northeast region were only 3.1% in 1993.

On September 1, 1992, after months of deliberation, the Board of Legislators of Westchester County rejected four contracts that had been negotiated by the County with various of its unions. Each bargaining unit has been told that, while comparability factors still apply for 1992 and 1994, all bargaining units of the county shall receive no raise for 1993.

The NYSNA, WCCFT, SOA and Teamsters have agreed to zero percent for 1993, with the CSEA and CIR still currently bargaining. In those latter two negotiations, the County has remained steadfast in its proposal for no raise for 1993. The County also notes that COBA has the right to reopen if the PBA receives a raise for 1993. In keeping with its position, the County points out that no moneys have been placed in the 1993 budget for employee raises in any bargaining unit.

Based upon the figures provided by the County, the average unit member's salary for the ranks of Patrol Officer, Sergeant and Detective, including the Detective differential is \$48,127.

DISCUSSION AND AWARD ON SALARY

However strong the County legislators' desires may be to freeze or lower wages, the statutory criteria for comparison, and ultimately for determination, must prevail.

While it is recognized that Westchester County is an integral part of the downstate area which has been recognized by PERB, for the purpose of collective bargaining comparisons, to include Rockland, Westchester, Nassau and Suffolk Counties, and that the Department of Public Safety is a county operated police force, the primary basis of comparison which has been used for the purposes of DPS collective bargaining has been the other police forces within Westchester County.

Public concern over the cost of government cannot be ignored. This reality has been reflected in the reluctance of governmental bodies, most especially during the past several years, to readily concede to wage and benefit increase demands.

While the PBA has submitted evidence to show that the average settlement increase for police units within the County for 1993 has been 5%, it must be also noted that only eighteen of the thirty-nine police units had settled the 1993 year prior to the commencement of 1994. Moreover, the 4.48% average wage increase in Westchester County police departments submitted in evidence by the PBA for the 1994 year, was derived from the settlement of only six units out of thirty-nine, nor can the County's evidence be ignored that, as of December 31, 1992, the DPS unit salaries were in the top quartile within the County.

The salary award set forth below cannot be deemed, in the scheme of an overall interest arbitration award, to have been made in isolation. This award has been made with a recognition and awareness of its various other components, and should be viewed in that context, as should all other portions of the Award.

As for the County's ability to pay, and the impact of the Award on the public, the evidence presented supports the conclusion that this Award, in its entirety, is well within the financial means of the County and its ability to pay. The County has the highest real property full valuation per capita in the "Downstate" area, and the "Downstate" area is far and away ahead of the rest of the State, as a whole, in this area. The DPS wages are significantly lower than those of the Nassau or Suffolk County police departments, and those of the Rockland County police wage average.

Westchester County, again, on a comparative basis, appears to be in excellent health as regards to its debt position. In the latest figures available from the New York State Comptroller's office, which data is derived from the local government bodies themselves, Westchester County is currently utilizing only 10% of its constitutional debt limit which compares quite favorably to the balance of the State. The total police budget for 1993 was \$13,020,145 as compared with the overall County budget of \$1,250,000,000 and it must be kept in mind that only a portion of the entire police budget, although a significant portion, is attributable to personnel costs.

Taking into account the employer's ability to pay, applicable CPI increases, the impact on the public, police wages and increases within

Westchester County, wages in the downstate area to the extent pertinent, wage increases nationally, the current economic climate, the overall cost of increases in this Award, the bargaining history of the parties, and the other relevant factors set forth above, the following salary schedules shall prevail based upon an increase of 4% for the 1993 calendar year, and 3 3/4 % for the 1994 calendar year:

	Effective <u>1/1/93</u>	Effective <u>1/1/94</u>
<u>Police Officers</u>		
Starting Salary	\$34,940	\$36,250
After 1 year	\$39,070	\$40,535
After 2 years	\$42,000	\$43,575
After 3 years	\$45,530	\$47,240
After 4 years	\$49,085	\$50,925
 <u>Sergeants</u>	 \$57,430	 \$59,585
 <u>Detectives</u>		
1st & 2nd years	\$52,470	\$54,440
3 - 4 years	\$52,815	\$54,795
5+ years	\$53,255	\$55,255

All Sergeants shall continue to receive a salary seventeen percent (17%) above the Top Grade Police Officer salary.

Detective differentials set forth in the contract of 6.9% above Top Grade for First and Second year detectives; 7.6% for Third and Fourth years; and 8.5% in the Fifth year and thereafter shall be continued.

ISSUE NO. 4 - HOLIDAYS & ISSUE NO. 17 - CHART DAYS

The Collective Bargaining Agreement currently provides for 12 paid holidays, the identification of most of which are not specified because such is

not necessary in a police contract where a substantial number of the employees work around the clock, 365 days a year. Employees are permitted the option of taking their holidays in time off (this is generally in days other than the holidays themselves) or in cash. In addition, where the employee works on certain specified holidays (a total of 4, with veterans having 2 additional) the employee is paid time and one-half.

Elsewhere the current Collective Bargaining Agreement deals with chart days by establishing a work year with an "average 247 days per year" for employees working non-rotating schedules. The contract then states "employees working non-rotating schedules shall, in addition to all other time off, be excused 5 tours per year subject to prior notice and approval".

PBA Position

The PBA has demanded the addition of two holidays, together with the designation of two specific holidays on which time and one-half will be paid when worked. The PBA presented evidence to show that 26 out of the 39 police departments in Westchester County have between 13 and 16 holidays per year. They also point out that, of the total of approximately 10,000 employees employed by the County of Westchester, virtually all of them, with the exception of this bargaining unit, and a mere handful of other County employees, work a 35 hour week which is an annual equivalent of 228 days at 8 hours per day. This unit works between 243 1/2 and 247 days per year, 8 hours per day.

Whereas employees in almost all other occupations, except emergency services, are regularly scheduled to have days off on holidays, and such days off are in addition to their regular days off, vacations, etc., police officers cannot be given holidays off. If they have a holiday off, it is only because a regularly scheduled day off happened to fall on a holiday. Police are compensated for holidays through compensatory time off, or additional straight time pay.

It has only begun to be recognized and accepted in recent years that an inequity exists because police officers receive no additional compensation, over and above straight time compensatory time off or pay when they work on a holiday, the way workers in almost every other occupation do. For example, if the average worker were required to work on a holiday, he or she would not just receive an equivalent day off or straight time pay, but, instead he or she would receive time and one half or double time. Similarly, police officers should be so compensated when they are required to work on a holiday.

The DPS contract addresses this inequity only in part through what are known in police circles as "super holidays". When DPS police officers are required to work on certain specified holidays, they are paid or compensated at time and one half. The PBA proposes to have the time and one half compensation extended to all holidays.

As to chart days the PBA does not agree to the change requested. The PBA states that the best evidence of the meaning and intent of a clause is the

language itself. The PBA states that whatever practice may have prevailed in reference to certain language, the language should speak for itself.

County Position

The County proposes that the option which employees currently have to receive holidays as either compensatory time or in cash equivalent should be amended to provide for a cash payment only. The County emphasizes that, by its very nature, police work is essentially of an emergency and protective nature. Proper coverage demands regularity of numbers and predictability of manpower availability. The County opposes the addition of any regular or super holidays as proposed by the PBA.

As to the chart days the County testified that the above quoted non-rotating shift language has been in the Collective Bargaining Agreement since 1989. The intention of the 1989 Award was to rationalize, to a greater extent, the number of days worked between those officers who rotated and those who did not. The County recognizes that employees who work rotating schedules need more time off between sets of tours to allow their bodies to adjust to different sleeping patterns than does the employee who works a steady shift. The County argued that the 1989 decision promulgated the different charts too close together. The County contends that the following language would more adequately fulfill the agreement of the parties: "Employees assigned to non-rotating schedules, which is a basic work year of 260 days in a year, shall be entitled to 13 chart days, which represents additional time off. The non-rotating shift employee must use 8 of those chart days as time off in each year. The remaining 5 chart days may, at the

employee's sole option, be taken in time off or in straight time pay. The 5 days may be carried on the books by the employee for future use. In the event the employee opts to take the chart days in pay, he or she may not receive such pay until at least the calendar year following the year of accrual". The County takes the position that the refusal of the PBA to agree to the change in such language is evidence in itself of the need to do so. The County feels that, unless the language is changed, it may become vulnerable to an interpretation that was never intended by the clause itself.

AWARD ON HOLIDAYS & CHART DAYS

Commencing in the year 1993 the number of holidays shall be increased by one (1), and commencing in the year 1994 the number of holidays shall be increased by an additional one (1). As to those additional holidays, the employees' option to be compensated in time off or in cash shall be suspended during the years 1993 and 1994, and employees shall be compensated in cash only for such newly added holidays during that period. This will give the employer the opportunity to plan for such added possible time off.

As to chart days, the language change requested by the County is granted. It is the intention, nonetheless, that the past practice in reference to this sub-section of the Agreement shall be carried forward and prevail.

ISSUE NO. 5 (a) - LONGEVITY

Currently Unit members are paid a longevity increment in the amount of \$1200 per year after five (5) years of employment, \$1400 per year after ten

(10) years of employment, and \$1600 per year after fifteen (15) years of employment. There are currently 174 Unit members out of a total of 217 receiving longevity.

PBA Position

The PBA seeks to amend the longevity payment from a fixed dollar amount to a fixed percentage in the respective amounts of 4%, 7% and 10% of base at the current longevity steps. They point out that if longevity payments made in Nassau and Suffolk Counties were averaged out to an annual basis the figure would be \$1513 per year average compared with \$920 per year average in Westchester County and between \$1772 and \$1818 in Rockland County. In Westchester County the average per annum longevity increment ranges all the way up to \$1665 per year. They also demonstrate that longevity increments per se exist in every department in the County and in every department in the downstate area, if not the entire State.

County Position

The County strongly opposes longevity in the form of a percentage of base wages. Longevity, just as wages, should be looked at in each negotiation as to what change, if any, should be made in the steps or the amounts. The County also feels that the Westchester County average longevity of \$604 per year should be the sole basis of determination of any increase in longevity payments.

AWARD ON LONGEVITY

Longevity shall be increased in the amount of \$100 per step effective January 1, 1994.

ISSUE NO. 7 - CLOTHING ALLOWANCE

The current Collective Bargaining Agreement specifies an annual clothing allowance in the amount of \$800 to be paid in two equal payments in designated pay periods. The clothing allowance is intended to cover both the area of uniform and equipment replacement, as well as cleaning and maintenance.

PBA Position

The PBA proposes to require the County to provide, at no cost to the employee, all necessary uniforms and equipment on an ongoing basis. In addition, they propose a cleaning and maintenance allowance of \$1,200 per year. The PBA relies primarily upon the evidence they submitted showing that the annualized replacement cost for the required uniforms and equipment is \$730.00 per year, while the annual cleaning costs are over \$1,100 per year. They argue that since they are a para-military organization, and they are subject to strict disciplinary enforcement in the event they are not properly uniformed or equipped, or in the event they do not make themselves properly presentable they should not be forced to undertake the expense of such at the peril of disciplinary charges. Since the employer can dictate the style and the type of uniform and equipment required to be worn, it should be entirely

paid for by the Department. In addition, they should not be penalized by having to pay for the upkeep of this gear through cleaning and repair when there is little or no flexibility in the standard which they must meet in order to avoid penalty.

County Position

There should be no improvement in the uniform allowance. A review of the uniform allowances in the 39 Departments within the County, which has been submitted into evidence, clearly reflects that the amount provided in this benefit is among the highest in the County. When an employee initially accepts a job as a police officer, they are fully aware that there are uniform and appearance requirements which come with the job. In addition, while the figures presented by the PBA as to the cost of uniform replacement and maintenance would enable the police officer to look band box new at all times, such is not the required standard in this or any other department. Except under very unusual circumstances, a police officer can keep him or herself fully up to departmental standards for less than half the price presented by the PBA. No change should be made in the current contractual clause.

AWARD ON CLOTHING ALLOWANCE

The Collective Bargaining Agreement shall be amended as of 01/01/93 to increase the clothing allowance from \$800 to \$850 per year.

ISSUE NO. 8 - WELFARE FUND

To supplement the benefits of the basic health insurance, a Welfare Trust Fund has been established as an umbrella under which to purchase other benefits such as dental, optical, etc. There is currently a \$750 per year per employee contribution made by the County.

PBA Position

The PBA seeks an increase in the Welfare Fund in the same percentage amount as the wage increase in each year of the contract. Such would bring about an increase of \$59. The PBA points out that Welfare Trust Funds are now common in most areas of public employment and actually serve a useful function in that it consolidates, under one umbrella, all other welfare benefits demands, thereby preventing a proliferation of demands in negotiations. The PBA also contends that, inasmuch as its unit members contribute toward the cost of the basic health insurance plan, they are among only approximately one-half of the Departments in the County that do so.

County Position

The County views this demand as the imposition of additional monetary burden that is not warranted. The comparison of various welfare and health benefits that has been submitted in evidence again shows the County to be well-positioned in its current Welfare Trust payment as compared with the rest of the County Departments.

AWARD ON WELFARE FUND

Effective 1/1/94, the Welfare Trust Fund amount shall be increased by \$50 to bring the employer contribution to \$800 per year.

ISSUE NO. 5-C : SHIFT DIFFERENTIAL

Unit members currently receive \$13 per shift where the shift starts at 1:00 PM or later or where the shift ends at 12:00 PM or earlier.

PBA Position

The PBA seeks to convert the daily night shift differential rate from \$13 per shift to 10% of the hourly rate. The PBA states that unit members required to work the night shift currently earn an average of about \$2,400 per year as a result of the night shift differential. This compares with approximately \$3,400 for police officers similarly situated in Nassau County and \$3,700 for police officers similarly situated in Suffolk County. They further show that police officers in Suffolk County working steady nights are paid on the basis of 9.25% of hourly rate, while those unit members working 50% nights are paid on at a 5% rate. The PBA also submits that DA investigators employed in the County of Rockland receive a 10% night shift differential.

The PBA also observes that even though few police departments in Westchester County receive night differential, the Westchester DPS is unique in its structure. Because of the nature of services that it renders, the number of officers in the department working fixed weekday day shifts is almost equal to the number of officers working the around the clock Monday through

Sunday shifts. In most other departments in the County, the overwhelming percentage of the department works the rotating shifts, with generally only a handful of employees working the weekday day shifts. A departmental split such as exists in the DPS, with approximately one-half of the unit members working weekday day shifts, and the other half working rotating shifts, can become a morale factor unless those working the less desirable shifts are fairly compensated in some fashion.

County Position

The County objects to any increase in the night shift differential. It relies upon the evidence presented that only three other departments in the County, out of the total of 39, pay a night shift differential, with two paying less than the Westchester DPS and only one paying more. The County also relies on its arguments in reference to overall economics for governmental bodies at this critical point in time.

AWARD ON SHIFT DIFFERENTIAL

Effective 1/1/94, the current shift differential of \$13 shall be increased by fifty cents for a total of \$13.50 per shift.

ISSUE NO. 13 - ASSOCIATION TIME

The current Collective Bargaining Agreement affords the PBA President "such time off as is reasonably necessary to administer Association business and to negotiate and administer the contract."

PBA Position.

The PBA has proposed to grant the PBA Vice-President up to ten days paid time off per year, on an as needed basis, to conduct union business. The PBA alleges that this time is needed because many occasions arise during the course of the year when the President alone cannot effectively handle the business at hand, not only because of the number of employees in the unit, but because those employees are assigned to every portion of the vast territory of the County. The PBA points out that the relationship between the County and itself has been relatively harmonious and friction free and it attributes this in large part to the availability of the PBA President through the contractual time off provision. The PBA presented testimony that the Vice-President has, for a good number of years past, conducted union business during lunch hours and other free time and, even if the proposal is granted, will continue to do so, to the mutual benefit of both sides.

County Position

The County opposes any increase in Association time. While the County concedes that the PBA President's availability has, to some degree, assisted in

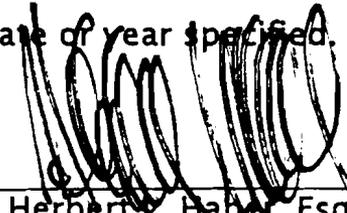
harmonious relationships, that fact is of mutual benefit and, whatever benefit the County might derive, is outweighed by the cost involved.

AWARD ON ASSOCIATION TIME

Commencing 1994, the PBA Vice-President shall be entitled to up to ten days paid time off per year, not chargeable to any other paid time off, to assist the PBA President in administering PBA business and in negotiating and administering the contract. Such time off must be taken with the advance knowledge and permission of the PBA Vice-President's immediate supervisor, and, where a conflict arises between DPS and PBA needs, those of the DPS shall prevail.

PANEL NOTATION

Except as specifically modified in this Award, all other provisions and language contained in the 1991-92 Agreement are hereby continued. All provisions of this award are retroactive to the date of year specified.



Herbert Z. Haber, Esq.
Public Panel Member & Chairman

By agreement between the parties, Herbert Haber, Esq., Public Panel Member & Chairman, is the sole voting panel member for the purposes of this Award.



Michael W. Wittenberg
Employer Panel Member



Raymond G. Kruse, Esq.
Employee Organization Panel Member

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss.:

On this 28th day of April, 1994, before me personally came and appeared Herbert Haber, to me known and known to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

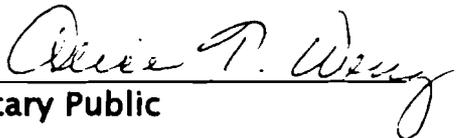
ALICE T. WENZ
Notary Public, State of New York
4647162
Certified in Rockland County
Commission Expires Feb. 28, 1996


Notary Public

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

On this 28th day of April, 1994, before me personally came and appeared Michael W. Wittenberg, to me known and known to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

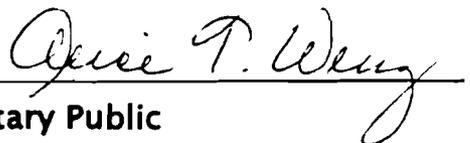
ALICE T. WENZ
Notary Public, State of New York
4647162
Certified in Rockland County
Commission Expires Feb. 28, 1996


Notary Public

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

On this 28th day of April, 1994, before me personally came and appeared Raymond G. Kruse, to me known and known to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

ALICE T. WENZ
Notary Public, State of New York
4647162
Certified in Rockland County
Commission Expires Feb. 28, 1996


Notary Public