

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----x

In the Matter of the Arbitration :
- Between - : Case No.
IA-2003-032
COUNTY OF WESTCHESTER : Award
"County" :
- and - :
WESTCHESTER COUNTY POLICE OFFICERS :
BENEVOLENT ASSOCIATION, SUPERIOR :
OFFICERS UNIT :
"SOU" :
:
-----x

APPEARANCES

For the County
Lori A. Alesio, Esq., Deputy County Attorney

YS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
SEP 20 2004

For the PBA-SOU
HAROLD, SALANT, STRASSFIELD & SPIELBERG, ESQS.
Leonard Spielberg, Esq., Attorney
Sergeant Leonard Spano, President PBA
Sergeant Michael O'Connor, Chief Negotiator
Detective Kenneth Schaeffer, Detective Representative
Officer Cornelius Westbrook, Police Officer Representative
Officer Bernard Williams, Police Officer Representative

CONCILIATION

BEFORE: HOWARD C. EDELMAN, ESQ., CHAIRMAN OF THE PANEL
MICHAEL WITTENBERG, PUBLIC EMPLOYER MEMBER
CHRISTOPHER HAROLD, ESQ., EMPLOYEE ORGANIZATION
MEMBER

The County of Westchester ("County") and the Westchester County Police Officers Benevolent Association ("PBA") are signatories to a Collective Bargaining Agreement covering Superior Officers ("SOU" unit) which expired on December 31, 2002. Negotiations and Mediation efforts failed to produce a successor labor agreement. Consequently, pursuant to Section 209.4 of the Civil Service Law, Interest Arbitration procedures were invoked and the undersigned Panel was constituted to resolve the dispute.

Hearings were held before us on February 24, 2004; and March 25, 2004. Thereafter the Panel met in executive session.

During the course of the proceedings, the parties agreed that to expedite our determination, the Panel would issue an Award without an Opinion, to be followed in a reasonable period by an Opinion and re-issued Award. Therefore, and based solely on the record adduced at the hearings and the arguments of the parties, we render the following Award.

AWARD

1. **Term of Award**

The term of this Award shall be January 1, 2003 through December 31, 2004.

2. **Wages**

Wages shall be increased as follows:

Effective January 1, 2003 - 3.75 per cent
Effective January 1, 2004 - 4.00 per cent

3. **Benefit Fund**

- a) The County's contribution to the PBA's Benefit Fund shall be increased by following amounts:

Effective January 1, 2003 - \$100 per bargaining unit member
Effective January 1, 2004 - \$125 per bargaining unit member

- b) Employees who retire on or after January 1, 2003, shall be entitled to the benefits of the Benefit Fund, at no cost to the retiree. Effective January 1, 2004, the County shall make payments for employees who retired on or after January 1, 2003. These payments shall be the same as for active employees

4. **Health Insurance**

Current provisions regarding health insurance shall be modified as follows. All changes shall be effective December 31, 2004.

Co-Pay Amounts

Drug Prescription Plan:

\$5.00 generic, \$10 brand name; \$25 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 - \$15.00

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 January 1, 2003, the spouse and dependents of a bargaining unit member who dies with at least fourteen years of County service shall continue to be covered under the Health Insurance Plan. This provision shall be effective through and shall expire on December 31, 2004. The intention is to revert to the current contract benefit based upon line of duty death as of January 1, 2005.

5. **Captain Overtime**

Effective upon the issuance of this Award, Section 4.3(a) of the Collective Bargaining Agreement shall be modified as follows:

Subparagraph 1 - The second sentence shall read: "Earned overtime shall be compensated..."

Subparagraph 2 shall be deleted.

6. All other proposals of the parties are rejected.

DATED: September 16, 2014 Howard C. Edelman
HOWARD C. EDELMAN, ESQ.
Chairman of the Panel

STATE OF NEW YORK)
) S.:
COUNTY OF NASSAU)

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Chairman of the Panel that I am the individual described in and who executed this instrument, which is my Award.

DATED: September 16, 2014 Howard C. Edelman
HOWARD C. EDELMAN, ESQ.
Chairman of the Panel

