

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration *

between *

Onondaga County Deputy Sheriffs' Police Association*

and *

County of Onondaga and Onondaga County Sheriff *

PERB Case No: IA2007-009; M2007- 025 *

OPINION

AND

AWARD

Before:

Ronald E. Kowalski, Ph.D.
Arbitrator

Peter Troiano
Public Employer Panel Member

Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

APPEARANCES

For the Public Employer

John F. Corcoran, Esq.
Hancock & Estabrook, LLP

For the Public Employee Organization

Nathaniel G. Lambright, Esq.
Blitman & King, LLP

INTRODUCTION

On October 22, 2007 the New York State Public Employment Relations Board (hereinafter "PERB") having determined that a dispute continued to exist in negotiations between the County of Onondaga and the Onondaga County Sheriff (hereinafter and collectively the "County") and the Onondaga County Deputy Sheriffs' Police Association (hereinafter "OCSPA" or "Union"), and acting under the authority vested in it under Section 209.4 of the Civil Service Law, designated the above-listed Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute.

On December 7, 2007 a preliminary hearing was held and subsequent hearings were held on February 8 and 11, March 24 and March 28, 2008 in the Town of Onondaga in Onondaga County, New York. Representatives appeared before the Panel, which received exhibits, contracts, demonstrative evidence and testimony. The Panel also met in Executive Session on such dates and conferred on additional dates thereafter. After submission of all supporting

evidence, the parties agreed the hearing was closed as of April 10, 2008.

THE STATUTORY STRUCTURE

Subdivision 4 of Section 209 of the Civil Service Law was enacted to provide a means for resolving negotiation impasses between public employers in New York State and police, firefighters, and deputy sheriffs, as defined in the statute. Subdivision 4 provides that, when PERB determines that an impasse exists, it shall appoint a mediator to assist the parties to effect a voluntary resolution of the dispute. If the mediator is unsuccessful within a stated period, either party may petition PERB to refer the dispute to a Public Arbitration Panel.

Section 205.4 of PERB's Rules and Regulations promulgated to implement Subdivision 4 of Section 209 requires that a petition requesting referral to a Panel contain:

- (3) A statement of each of the terms and conditions of employment raised during negotiations, as follows:
 - (i) terms and conditions of employment that have been agreed upon;

- (ii) petitioner's position regarding terms and conditions of employment not agreed upon.

The response to the petition must also contain respondent's position specifying the terms and conditions of employment that were resolved by agreement and as to those that were not agreed upon, respondent shall set forth its position.

The Public Arbitration Panel shall then hold hearings on all matters related to the dispute and all matters presented to the Panel shall be decided by a majority vote of the members of the Panel.

The Panel is directed to make a just and reasonable determination of the matters in dispute. The statute spells out the following criteria, which must be taken into consideration, when relevant.

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 provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The Panel's determination is final and binding upon the parties for the period prescribed by the Panel.

BACKGROUND FACTS

The most recent Collective Bargaining Agreement between the parties extended from January 1, 2000 to December 31, 2003. The parties were also subject to an Interest Arbitration Award issued on September 13, 2006 by a Public Arbitration Panel which covered the period from January 1, 2004 through December 31, 2005. Pursuant to the provisions of Civil Service Law Section 209.4 the New York State Public Employment Relations Board ("PERB") designated the

undersigned on October 22, 2007 as the Public Arbitration Panel for purposes of making a just and reasonable determination on the matters in dispute between the County and OCSPA.

The Onondaga County Sheriff's Office has about 650 employees in several subdivisions including the Police Department, Civil Department and Custody Department. OCSPA represents approximately 220 employees in the job titles of Deputy Sheriff, Deputy Sheriff Sergeant and Deputy Sheriff Lieutenant.

The parties commenced negotiations for a successor agreement on October 30, 2006 and met on four other occasions through January 26, 2007. The parties were unable to reach a new agreement and filed a declaration of impasse with PERB on April 19, 2007. Mediation took place on June 26, 2007 but did not produce an agreement. OCSPA filed a petition for compulsory interest arbitration on August 28, 2007. The County filed its response on September 12, 2007.

ISSUES

In accordance with the provisions of Section 209.4 of the New York Civil Service Law and by mutual agreement, the parties hereto submitted the following issues to the undersigned arbitration panel:

- Wages/Longevity
- Assigned Vehicles
- Health Benefits
- Retirement Benefits
- Drug and Alcohol Testing
- General Municipal Law Section 207-c Procedures
- Restitution Rules
- Field Training Officer Compensation

The Panel has carefully weighed the evidence and testimony submitted to it during the hearing and in post-hearing submissions in its determinations. The Panel has attempted to take a balanced approach to the demands, one that recognizes the fiscal considerations of the County and the legitimate concerns of the members of the Union. The Panel has applied the criteria set forth in the law in assessing the merits of the parties' demands.

TERM OF AWARD

The parties, through their representatives, expressly authorized the Panel to exceed the statutory two (2) year award restriction and requested the Panel to issue an Award covering all issues brought before it for the period commencing January 1, 2006 and ending December 31, 2011. The Award shall be for the period of January 1, 2006 through December 31, 2011.

TERM OF AWARD

January 1, 2006 – December 31, 2011

I (concur) (~~do not concur~~) with the above Award.

Date: 12/8/09 Peter Troiano
Peter Troiano
Public Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 11/20/09 Kenneth L. Wagner
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

DISCUSSION AND DETERMINATION OF THE ISSUES

1. **Wages/Longevity Pay**

Union

OCSPA seeks an increase of five percent (5%) for each year of this award in the base salary of Deputies, Sergeants and Lieutenants. The Union also has proposed longevity payments beginning in the 8th year of employment of \$100 for each year of service to a maximum of \$2500. OCSPA argues salary increases of the size put forth in its proposal are necessary to achieve parity with comparable police agencies within and outside of Onondaga County.

OCSPA contends that its members remain the lowest paid police agency in Onondaga County and substantial salary increases are therefore needed to correct this inequity. Section 209.4(c)(v) of the Civil Service Law sets forth the factors the Panel must consider in making its Award and this includes comparison with other employees performing similar work. OCSPA believes, utilizing this criterion, comparable agencies are, first, other municipal agencies in Onondaga County performing police functions, and, second, the counties of Monroe, Erie and Albany and the New York State Police. The evidence and the testimony of OCSPA witnesses clearly demonstrate that the Sheriff's Office provides similar services to other intra-county local police departments and is in fact the backbone of all law enforcement in Onondaga County. As a full service police department it not only performs extensive road patrol throughout the County but also provides services to these other local police agencies which lack comparable resources.

The Onondaga County Sheriff's Office has specialized, highly trained units that investigate major felonies, sex and other abuse crimes, processes forensic evidence and administers polygraphs. It

also has a helicopter unit, search and rescue teams and a SWAT team all of which are utilized by local police departments.

However, the salary paid to OCSPA members still lags those other agencies as well as comparable units in other counties and the New York State Police. OCSPA believes the proposed increases of 5% for each year of the new Award as well as the introduction of longevity pay after eight years is necessary given the submitted comparisons to bring its members into parity given the work they perform.

County

The County believes its proposed increase of three percent (3%) for each year of the Award is fair and maintains the Deputies' competitive position with respect to comparable Sheriff's Departments in similar counties in New York State. The County argues that it is both proud of the work done by OCSPA members and respects its leadership. The County does, however, disagree with the assertion that local police agencies serve as the best comparables in this case. The County believes the appropriate comparables are other counties as they not only have similar Sheriff Offices but have the same funding sources and service responsibilities which many

local agencies and this police agency do not share. For example no town, village or city has any Medicaid burden like Onondaga County. Arbitrator Peter Prosper in the prior interest arbitration award governing the years up to this award also determined that the relevant comparables were other counties and their Sheriff Offices.

The County contends that when OCSPA's compensation is compared to other such similar counties its salary is competitive. When this fact is coupled with its ability to pay as set forth in the evidence submitted by the County Chief Financial Officer, it demonstrates that an increase of three percent (3%) and step movement is both reasonable and fair. The County is opposed to any additional longevity pay as it believes compensation increases should focus on the base wage scale. Further, there are no longevity premiums paid to any other employees of the County. A 3% increase, as proposed by the County, would thus maintain OCSPA unit members competitive in salary with similar units in other counties without placing an undue burden on the local taxpayer.

DISCUSSION

The parties vigorously dispute the appropriate complement of comparable law enforcement agencies. OCSPA contends that local

police departments within the County are the most appropriate set and that the Sheriff's Offices for the Counties of Monroe, Erie, and Albany are secondarily relevant. The County maintains that the appropriate set of comparables consists solely of other Upstate County Sheriff's Offices, and relies in part upon the 2006 Award of Chairman Prosper in support of that proposition, and has propounded a list of eleven such agencies.

In the 2006 Award, Chairman Prosper stated the following with respect to the issue of comparability:

It is acknowledged that there is relationship between Onondaga County Sheriffs's personnel and police officers of towns and village in the County, especially since they come from a common labor pool. However, it was shown that there is no real competition between the County and those towns and villages as far as recruiting sworn personnel. Very few deputy sheriffs leave County employment to take positions with towns or villages within the County. Thus, salary parity is not essential for the County to retain its personnel. This is not to say that deputy sheriffs should not be paid salaries relative to other jurisdictions. Those comparisons cannot be ignored.

The most influential component of comparability is the patterns of income and expenditures of the comparing units. In the instant case, the County has mandated expenditures which towns and villages do not have. For example, the County has a substantial Medicaid burden and is required to pay 25% of most Medicaid services, by far the largest local share in the nation. Costs have been growing 15% on average annually for most counties due to both expanded eligibility for benefits and prescription

drug cost escalation. Counties function as an arm of the State and are required to deliver a significant number of other mandated services with fixed costs.

There is agreement that Arbitrator Rinaldo correctly states the basis for comparison:

“The Panel also observes that the logical choice of comparables must be other County road patrol units. It is common knowledge that, particularly under contemporary conditions, counties in New York State face unique fiscal challenges that are not necessarily of the kind and degree faced by other municipalities in the State. Common sense also supports the conclusion that the best source of comparison is the same type of municipality.”

2006 Award at p. 8-9.

In reaching the instant Award, the Panel has heard the arguments of counsel and reviewed the record evidence. Having fully considered the parties' positions, and giving them the appropriate weight, if any, and in light of the statutory factor, the Panel has determined that it need not either resolve the parties' dispute or re-examine Chairman Prosper's findings in order to render this Award.

The Panel has carefully reviewed the extensive data submitted on both salary and longevity and believes there is a need to at least maintain, and in certain parts of the salary schedule to improve on, the existing salary relationship with comparable municipalities.

On the matter of longevity, the Panel Chair believes members of OCSPA are better served by having available monies utilized to improve the existing salary schedule and making equity adjustments in those schedules where necessary. The Panel therefore does not award a new longevity schedule at this time.

The Panel Chair does believe, given the comparables, that there is a need to make certain equity adjustments in the salary schedule and at certain ranks. The Panel makes the following Award given these considerations and based on an analysis of all testimony, exhibits and other documentary evidence in the record.

AWARD

WAGES

- pay rates over the term of the award as set forth on Salary Schedules below
- payable in biweekly salary format
- retroactive to the first full payroll periods of 2006, 2007 and 2008, respectively, on base wages
- retroactive to the first full payroll periods of 2006, 2007 and 2008, respectively, on overtime wages and holiday pay
- eligibility to receive payment of the retroactive application shall be limited to those members of the bargaining unit who are employed as of April 14, 2008.

Effective the first full pay period after January 1, 2006

| | N Less than 1 Year | A 1 year | B 2 years | C 4 years | D 7 years |
|--------------------|--------------------------|-------------------|--------------|--------------|--------------|
| Grade 4 Annual* | 36421.00 | 42123.00 | 43501.00 | 44928.00 | 48934.00 |
| Biweekly | 1400.79 | 1620.13 | 1673.12 | 1728.01 | 1882.08 |
| | | Probation Rate | Max Rate | | |
| Grade 5 Annual* | | 51749.00 | 54473.00 | | |
| Biweekly | | 1990.35 | 2095.12 | | |
| Grade 6 Annual* | | 56563.00 | 59540.00 | | |
| Biweekly | | 2175.50 | 2290.00 | | |

Effective the first full pay period after January 1, 2007

| | N Less than 1 year | A 1 year | B 2 years | C 4 years | D 7 years |
|--------------------|--------------------------|-------------------|--------------|--------------|--------------|
| Grade 4 Annual* | 37513.00 | 43387.00 | 44806.00 | 46276.00 | 50891.00 |
| Biweekly | 1442.81 | 1668.73 | 1723.31 | 1779.85 | 1957.35 |
| | | Probation Rate | Max Rate | | |
| Grade 5 Annual* | | 53560.00 | 56379.00 | | |
| Biweekly | | 2060.00 | 2168.42 | | |
| Grade 6 Annual* | | 59080.00 | 62189.00 | | |
| Biweekly | | 2272.31 | 2391.88 | | |

Effective the first full pay period after January 1, 2008

| | N Less than 1 year | A 1 year | B 2 years | C 4 years | D 7 years |
|--------------------|--------------------------|-------------------|--------------|--------------|--------------|
| Grade 4 Annual* | 38638.00 | 44689.00 | 46150.00 | 47665.00 | 52927.00 |
| Biweekly | 1486.09 | 1718.79 | 1775.01 | 1833.25 | 2035.65 |
| | | Probation Rate | Max Rate | | |
| Grade 5 Annual* | | 55434.00 | 58352.00 | | |
| Biweekly | | 2132.08 | 2244.31 | | |
| Grade 6 Annual* | | 61709.00 | 64957.00 | | |
| Biweekly | | 2373.42 | 2498.35 | | |

Effective the first full pay period after January 1, 2009

| | N Less than 1 year | A 1 year | B 2 years | C 4 years | D 7 years |
|--------------------|--------------------------|-------------------|--------------|--------------|--------------|
| Grade 4 Annual* | 39797.00 | 46029.00 | 47535.00 | 49095.00 | 55044.00 |
| Biweekly | 1530.67 | 1770.35 | 1828.26 | 1888.25 | 2117.08 |
| | | Probation Rate | Max Rate | | |
| Grade 5 Annual* | | 57375.00 | 60395.00 | | |
| Biweekly | | 2206.73 | 2322.88 | | |
| Grade 6 Annual* | | 64455.00 | 67847.00 | | |
| Biweekly | | 2479.04 | 2609.50 | | |

Effective the first full pay period after January 1, 2010

| | N Less than 1 year | A 1 year | B 2 years | C 4 years | D 7 years |
|--------------------|--------------------------|-------------------|--------------|--------------|--------------|
| Grade 4 Annual* | 40991.00 | 47410.00 | 48961.00 | 50567.00 | 57246.00 |
| Biweekly | 1576.59 | 1823.46 | 1883.11 | 1944.90 | 2201.77 |
| | | Probation Rate | Max Rate | | |
| Grade 5 Annual* | | 59384.00 | 62509.00 | | |
| Biweekly | | 2284.00 | 2404.19 | | |
| Grade 6 Annual* | | 67323.00 | 70866.00 | | |
| Biweekly | | 2589.35 | 2725.62 | | |

Effective the first full pay period after January 1, 2011

| | N Less than 1 year | A 1 year | B 2 years | C 4 years | D 7 years |
|--------------------|--------------------------|-------------------|--------------|--------------|--------------|
| Grade 4 Annual* | 42221.00 | 48832.00 | 50430.00 | 52085.00 | 60100.00 |
| Biweekly | 1623.89 | 1878.16 | 1939.60 | 2003.25 | 2311.54 |
| | | Probation Rate | Max Rate | | |
| Grade 5 Annual* | | 62011.00 | 65275.00 | | |
| Biweekly | | 2385.04 | 2510.58 | | |
| Grade 6 Annual* | | 70946.00 | 74680.00 | | |
| Biweekly | | 2728.69 | 2872.31 | | |

{H0961055.1}

I (~~concur~~) (do not concur) with the above Award.

Date: 12/18/09 Peter Troiano
Peter Troiano
Public Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 11/20/09 Kenneth L. Wagner
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

2. Assigned Vehicles

County

The County has proposed a new article which would address the assignment and use of County-owned vehicles. There are currently approximately 70 take-home vehicles assigned to members of the OCSPA bargaining unit. These vehicles are available to employees for commuting to and from work, for use in their job assignment and for limited personal use. Forty (40) of these vehicles are assigned to detectives within the Criminal Investigation Division (CID) of the Sheriff's Office.

The costs of maintaining and fueling these vehicles has risen dramatically in the last few years and their personal use by OCSPA members has thus become increasingly a financial burden the

County can ill afford. The County is therefore proposing limitations on such employee use of employer-owned vehicles for personal transportation and commuting to and from work. The County would allow members currently assigned vehicles to continue to use the vehicles for commuting purposes but would eliminate all other personal use without authorization from the Sheriff. If there is a change in the member's assignment, the Sheriff shall have the discretion to determine whether to continue to make a take-home vehicle available to that member. Any future assignment of take-home vehicles to any other member not currently assigned a vehicle will be subject to the discretion of the Sheriff.

Union

The Union argues the use of a take-home vehicle is a benefit that helps bring equity to the overall compensation package of OCSPA members given the salary levels and also has value to the County. The presence of such vehicles parked in driveways and neighborhoods deters crime. The take-home use allows quicker response in some situations when a Deputy is called in or is reporting for work and problems arise.

The Union is therefore opposed to such limitations. It believes the current practice is a benefit enjoyed by its members which has value to the County.

DISCUSSION

The Panel has weighed the evidence and reviewed the testimony on the question of assigned vehicles. Clearly, the cost of maintaining this benefit has grown dramatically over the last few years. However, it is a benefit that has been part of the compensation package of many unit members for a number of years.

The Panel believes the evidence does support limitations on the future use of County-owned vehicles given the growing costs. However, a balanced approach to the issue also requires consideration and fair treatment for those for whom there is a current benefit. The Panel therefore awards the following on the issue of assigned vehicles.

AWARD

ASSIGNED VEHICLES

- a.) The Sheriff shall have the discretion to assign or rescind the assignment of assigned (“take home”) vehicles with respect to unit members.

- b.) Members currently provided an assigned vehicle shall retain the vehicle for as long as they hold the assignment, position, title, rank, or any other basis for which the vehicle was assigned. Any future assignment of vehicles to these members or any other members, regardless of assignment, position, title, rank, or other basis, shall be made at the discretion of the Sheriff.
- c.) Any and all personal use of assigned vehicles by any and all members shall be eliminated, except for personal use which is allowed by the express written authorization of the Sheriff.

I (concur) (do not concur) with the above Award.

Date: 12/8/09 Peter Troiano
Peter Troiano
Public Employer Panel Member

I ~~(concur)~~ (do not concur) with the above Award.

Date: 11/20/09 Kenneth L. Wagner
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

3. **Health Benefits**

Union

The Union has proposed changes in the current provisions in Article 9 of the Collective Bargaining Agreement governing retiree health benefits. The OCSPA demand would replace the current

provision for retiree health benefits premium contribution which requires different levels of premium contribution for family coverage dependent on years of service with a single 15% contribution rate. The Association does not believe the current provisions are equitable and place a substantial burden on retirees to continue family coverage when they are living on a fixed income. The Union contends its proposal of 15% for both individual and family more equitably addresses the needs of the retiree and is still 5% greater than active members' contribution rates.

OCSPA is opposed to any increase in co-pay or rates of premium contribution for active members as sought by the County. Such increases represent a further cost to bargaining unit members reducing their already low rate of compensation.

County

The County, for its part, has proposed an increase in co-pays from \$10 to \$17 except for enrollees in the OnPoint plan through age 15 for services coded pediatric which would be increased from \$10 to \$12. The County argues that this is a minimal increase that could bring substantial cost relief to the growing increase in premium costs for the Plan. The County also believes premium relief by way of a

greater contribution by active members for the medical portion of the benefits plan would be appropriate given the current level of contribution by members which is only 10% of such premium cost.

DISCUSSION

The Panel has spent considerable time reviewing the evidence and testimony submitted on the difficult issue of health benefits and particularly rates of premium contribution. The continuing escalation of health benefit costs with another 7% increase projected for the current plan in 2008 represents a burden for both parties and the County's taxpayers. Neither the County nor OCSPA are responsible for this escalation of costs. The question before the Panel is given the facts in evidence what is a reasonable and fair sharing of this burden when comparable municipalities and contribution rates are considered.

The Panel believes that the evidence supports an increase in co-payments to help reduce costs and in the rate of premium contribution for active members. However, the Panel is also of the opinion that retirees should be treated in a similar manner as active members for the purposes of health insurance. The Panel therefore makes the following two Awards on this issue.

AWARD

**CONTRIBUTION FOR FAMILY HEALTH BENEFIT
COVERAGE UPON RETIREMENT**

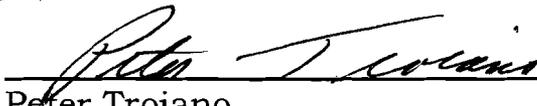
- Replace the present variable contribution rate schedule set forth in Article 9 – Health and Dental Benefits (C)(p.7) of the 2000-2003 Collective Bargaining Agreement and establish the contribution rate at 15% per month of the premium equivalent rate established for the OnPoint Program for family coverage for eligible members upon retirement.

- Effective May 1, 2008, increase the present contribution rate from 10% per month to 15% per month for the medical portion of the premium equivalent rate established for the OnPoint Program for individual and family coverage for active members.

I (~~concur~~) (do not concur) with the above Award.

Date:

12/8/09

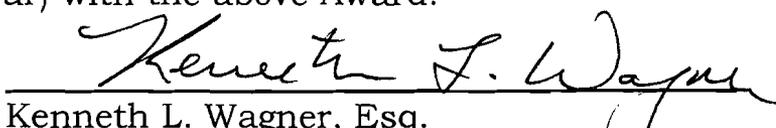

Peter Troiano

Public Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date:

11/20/09


Kenneth L. Wagner, Esq.

Public Employee Organization Panel Member

AWARD

ARTICLE 9 – HEALTH AND DENTAL BENEFITS

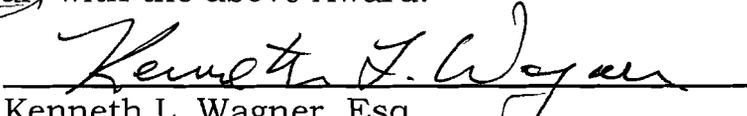
Amend to include the following:

1. Effective May 1, 2008, all co-payments established by OnPoint in the amount of \$10 shall be increased to \$17 except for co-payments incurred by enrollees age 0 through 15 for services coded as pediatric services by OnPoint which shall be \$12.

I (concur) (~~do not concur~~) with the above Award.

Date: 12/18/09 
Peter Troiano
Public Employer Panel Member

I ~~(concur)~~ (do not concur) with the above Award.

Date: 11/20/09 
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

4. **Section 207-c Appeal Procedure**

DISCUSSION

OCSPA has proposed changes in the current Section 207-c Appeal Procedure found in Appendix B of the parties' Collective Bargaining Agreement. The Union seeks a twenty (20) rather than ten (10) working day appeal period and the right to participate in the selection of a hearing officer for such appeals. The County believes

the current procedure has worked successfully and is opposed to any change in the existing provisions. The Panel after reviewing the evidence submitted on this matter is of the opinion changes sought by OCSPA are reasonable and makes the following Award which incorporates these changes.

AWARD

APPENDIX B SECTION 207-c APPEAL PROCEDURE

.07 APPEAL PROCEDURE – members whose application for Section 207-c benefits are denied shall be entitled to an appeal procedure as follows:

- A. The member must notify the Onondaga County Sheriff's Office Personnel Section in writing of an appeal within twenty (20) working days of the receipt of notice that the Section 207-c application has been denied.
- B. Hearing officers shall be selected by mutual agreement by the parties (process to be determined.) Such hearing officer shall a.) be licensed to practice law in the State of New York; and b.) not be employed by the Federal, State or County government.
- ...
- D. A hearing shall be scheduled by the hearing officer no later than twenty (20) working days after receipt of the notice of appeal. A record shall be kept of the proceeding.
- E. Within twenty (20) working days of the hearing, the hearing officer shall make a determination of eligibility and notify the member and the Onondaga County Sheriff's Office Personnel Section in writing. Such determination shall be subject to

review by the member or the County as provided for in Article 78 of the CPLR.

- F. It is expressly agreed that all costs of such hearings and hearing officers shall be borne equally by the Onondaga County Deputy Sheriffs' Police Association, Inc. and the Employer.

...

- I. The term "working day(s)" as used in this Procedure means all days other than Saturday, Sunday or legal holidays as designated by the Employer. Saturdays, Sundays and holidays shall be excluded in computing the number of days in which action must be taken in any step of this Procedure.

I ~~(concur)~~ (do not concur) with the above Award.

Date:

12/8/09

Peter Troiano

Peter Troiano
Public Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award.

Date:

11/20/09

Kenneth L. Wagner

Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

5. Restitution Rules

DISCUSSION

The parties have discussed and exchanged proposals on restitution rules and procedures for damaged or destroyed County

property. The Panel after examining these proposals awards the following which shall provide for such procedures.

AWARD

RESTITUTION BY MEMBERS FOR DAMAGED, DESTROYED OR LOST COUNTY PROPERTY

Members may be required to pay restitution for the damage, destruction or loss of Employer property deemed preventable by the Onondaga County Sheriff's Office Accident Review Committee ("ARC") with respect to motor vehicle accidents or the Onondaga County Sheriff's Office Loss Prevention Review Committee ("LPRC") with respect to temporary equipment or personal issued items, only as follows:

A. Categories of Employer Property:

1. Temporary Equipment - Restitution for the damage, destruction or loss of temporary equipment (that is, equipment not considered personal issued items which may include but not be limited to equipment such as computer, Alco Sensor, radar unit, camera or other equipment used by a member on a temporary basis and not part of their issued equipment) shall not exceed ten percent (10%) of the repair or replacement cost of the item, up to a maximum payment of \$250.00.
2. Personal Issue Items - Restitution for the damage, destruction or loss of personal issue items (that is, equipment issued by the Sheriff's Office to and retained

by a member while a member of the Sheriff's Office which includes but is not limited to weapons, portable radios, badge, identification cards and other items) shall not exceed the repair or replacement cost of the item, up to a maximum of \$100.00.

3. Vehicles - Members may be required to pay restitution to the Employer only with respect to accidents deemed "preventable" (and not excused), as determined by the Onondaga County Sheriff's Office Accident Review Committee ("ARC"). The ARC of the Onondaga County Sheriff's Office shall determine if an accident is "preventable" according to paragraph B. Appeal Process (6) below. Only sworn members who are certified Accident Investigators or qualified Instructors of the Emergency Vehicle Operator Course may participate in making such determinations by the ARC. The amount paid shall not exceed the repair costs or if the vehicle is replaced, the value of the vehicle and shall be in accordance with the following schedule.

| | |
|------------------------------|----------|
| a. First instance | \$ 0.00 |
| b. Second instance | \$250.00 |
| c. Third instance and beyond | \$500.00 |

After any five-year period without a preventable accident, the member's accident record shall be erased, such that a subsequent accident will constitute a "first instance" pursuant to the above schedule.

B. Appeal Process:

A member may appeal an order to make restitution as follows:

1. If the order concerns a vehicle, the appeal shall be directed to the ARC.
2. If the order concerns temporary equipment or a personal issue item, the appeal shall be directed to the Loss

Prevention Review Committee ("LPRC"). The LPRC shall be comprised of five sworn members of the Onondaga County Sheriff's Office. The Association shall appoint two members, whose work schedule permits the LPRC to meet and work without their incurring overtime.

3. The member must submit the appeal in writing within 30 calendar days. The member may also make a personal appearance before the ARC or LPRC. The member is entitled to union representation in connection with an appeal.
4. The ARC or LPRC shall issue a written determination from which there is no further right of appeal.
5. Restitution orders, including denial of an appeal, are not subject to the grievance and arbitration procedure of the Agreement.
6. The ARC and LPRC shall apply the standard of "preventable" defined as follows: The term "preventable" will pertain to a motor vehicle accident or damage, destruction or loss of personal issued items or temporary equipment that shows, through investigation, that the member's action(s) or omission(s) were not of the degree a reasonable police officer in the same situation would have performed. The investigation of actions or omissions shall include a determination of the factors of carefulness, precaution, attentiveness, appropriate evasive action and/or good judgment.

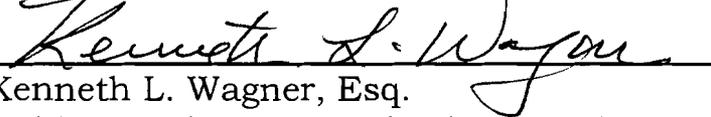
C. Payment of Restitution:

A member shall make payment (by check, payable to the "Onondaga County Sheriff's Office") within forty-five (45) days of an order to make restitution or the denial of an appeal, whichever is later. If timely payment is not made, the matter will be referred to the Professional Standards Unit.

I (concur) ~~(do not concur)~~ with the above Award.

Date: 12/8/09 
Peter Troiano
Public Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award.

Date: 11/20/09 
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

6. **Drug and Alcohol Testing Policy**

DISCUSSION

OCSPA and the County have exchanged detailed proposals on a drug and alcohol testing policy and reached some agreement on parts of such a procedure. The Panel, after reviewing these elements of a procedure, awards the following as the policy for the parties.

AWARD

DRUG AND ALCOHOL TESTING POLICY

I. Purpose

To establish a drug and alcohol testing program for members of the Onondaga County Sheriff's Office (hereinafter "OCSO") holding and serving in positions that are represented by the Onondaga County Deputy Sheriffs' Police Association, Inc.

II. Definitions

Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

Breath Alcohol Technician (BAT)

A qualified individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device. The confirming testing device must utilize infra-red technology or a blood test.

BAC

Blood Alcohol Concentration (BAC) is the content of alcohol in an individual's blood based on the breathalyzer test or blood test.

Confirmation Test

For alcohol testing, a second test following a screening test with a result of greater than .02, that provides quantitative data of alcohol concentration. For controlled substance testing, a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

Medical Review Officer (MRO)

A licensed physician responsible for receiving laboratory results generated by the OCSO drug test program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate member's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Prohibited Conduct

Conduct which is prohibited is described in Section VI of this policy.

Refusal to Submit

A member who (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received a notice of the requirement for the breath testing; (2) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; (3) engages in conduct that clearly obstructs the testing process; or (4) otherwise refuses to submit, will be classified as having refused to submit to an alcohol or drug test.

Screening Test

In alcohol testing, means an analytical procedure to determine whether a member may have a prohibited concentration of alcohol in his or her system. In drug testing, an immunoassay procedure to eliminate "negative" urine specimens from further consideration.

Substance Abuse Professional

A substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance

professional, or addition counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drugs-related disorders.

III. Testing

There are several occasions when a member will be subject to drug and alcohol screening tests pursuant to this policy.

a. Random Testing

Random testing is unannounced testing for alcohol and drugs administered in a statistically random manner throughout the year to members in ratios so that all members have an equal probability of selection each time a random test is administered.

Random drug and alcohol testing may be conducted at any time during the member's regularly scheduled tour of duty.

Random drug and alcohol tests will not exceed ten percent (10%) of the bargaining unit per year (e.g., test 24 as of 1/1).

One name will be randomly selected per draw.

The test must be scheduled (if at all) within thirty (30) days of the drawing of the member's name.

No more than one test will be conducted at the same time of the day.

A draw will be nullified within thirty (30) days if the member is unavailable due to scheduled time off.

b. Reasonable Suspicion Testing

Reasonable suspicion testing is alcohol and drug testing that the OCSO will conduct when it has reasonable suspicion to believe that a member has engaged in conduct prohibited by this policy. Reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a member by an OCSO official who has received required training to recognize probable alcohol misuse or drug use. While working in Criminal Investigation Division ("CID") capacities during the member's regular tour of duty, the CID personnel may be tested based only on the reasonable suspicion of a CID supervisor, or OCSO commander.

OCSO will, if possible, administer a reasonable suspicion alcohol and/or drug test within 2 hours of the reasonable suspicion determination, but in no event more than eight (8) hours following the determination. In the event that these time periods are not met, OCSO will prepare and maintain on file a record stating the reasons the alcohol and/or drug test was not promptly administered.

OCSO will not permit any member to report for duty or remain on duty while the member is under the influence of, or impaired by, alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, until an alcohol test is administered and the member's blood alcohol concentration measures less than .02 or 24 hours have elapsed following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated.

A written record shall be made of observations leading to reasonable suspicion, signed by the supervisor or person who made the observations, within twenty-four (24) hours of the observed behavior or before the results of a drug test are released, whichever is earlier.

Reasonable suspicion drug and alcohol testing may be conducted at any time the member is on duty for the OCSO.

c. Return to Duty Testing

Return to duty testing is alcohol and drug testing conducted after a member has engaged in prohibited conduct under this policy, completed counseling prescribed by a substance abuse professional, if any, and prior to his/her return to duty. Before a member may return to duty, he/she must undergo return to duty testing with an alcohol test result indicating a BAC of less than .02 and a drug test indicating a verified negative result of tested drugs.

d. Follow-up Testing

Follow-up tests are given following a determination by the Substance Abuse Professional (SAP) that a member is in need of assistance in resolving problems associated with misuses of alcohol and/or tested drugs. This is an unannounced test, given at least six (6) times within twelve (12) months with the actual frequency and number of tests determined by the SAP, but in no event may the follow-up testing continue for a period beyond sixty (60) months from the member's return to duty. The SAP may terminate the requirement of follow-up testing at any time after the first six (6) tests have been administered if he/she determines that follow-up testing is no longer necessary.

e. Special Assignment Testing

In addition to any other testing referenced in this policy, all members assigned to units that perform undercover operations and/or controlled purchases of illegal drugs, including but not limited to "undercover officers," will be drug-tested on an unannounced basis under the Policy once in every 12-month period.

"Undercover officers" are those sworn members of the Sheriff's Office assigned to investigative functions who do not

wear a uniform so as to remove any impediment to acquiring information through observation, surveillance, eavesdropping and the use of informants. Such officers may use an assumed identity and require secrecy. An undercover officer works in areas where uniformed officers are not welcome and being recognized as a police officer would defeat the law enforcement mission. Undercover officers should not be confused with members of the Sheriff's Office who generally wear plain clothes, instead of a uniform, to avoid detection or identification, and typically carry normal identification and equipment. Plainclothes officers are generally, but not limited to, "detectives" assigned to the Criminal Investigation Division.

IV. Drug & Alcohol Testing Procedures

a. Privacy and Dignity:

Testing will be conducted in a location that affords visual and aural privacy to members being tested. Members shall have the right to refuse to participate in any testing which requires the provision of a urine sample while under direct observation.

b. Alcohol:

Alcohol testing will be administered by a Breath Alcohol Technician (BAT). If the initial test reveals a BAC of greater than .02, at the member's option a confirmatory test (infra-red breathalyzer or blood test) will be performed at that facility. The completed confirmatory test result is the final test result for purposes of this policy. OCSO requires that the cost for the confirmatory test will be the member's responsibility if the member elects to have the test and such test confirms a positive test result. If the member is ultimately exonerated based on the results from the confirmatory test, OCSO shall reimburse the member for his/her costs for the confirmatory test. If the final test result reveals a BAC greater than .02 but less than .04 the member will not be permitted to work for 24

hours. The member will be eligible to use leave accruals (but not sick leave) during this 24 hours.

If the BAC is .04 or greater, the member will not be permitted to work until the Substance Abuse Professional (SAP) verifies the member is capable of returning. During this period, the member is eligible to use leave accruals and compensatory time but sick leave may only be used for any periods of disability as determined by the SAP after the date of the positive test.

Any leave accruals or compensatory time forfeited/used (except sick leave) because of a positive alcohol test shall be considered part of any disciplinary penalty if one is imposed later.

c. Tested Drugs:

A Federal Department of Health and Human Services certified laboratory will perform drug testing on urine samples provided by members. The drugs for which tests will be conducted and the initial and confirmatory positive/negative test results are:

| <u>DRUG</u> | <u>INITIAL (ng/ml)</u> | <u>CONFIRMATORY (ng/ml)</u> |
|--|------------------------|-----------------------------|
| Marijuana Metabolites | 50 | |
| Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC) | | 15 |
| Cocaine Metabolites (Benzoyllecgonine) | 300 | 150 |
| Opiate Metabolites | 2,000 | |
| Codeine | ----- | 2,000 |
| Morphine | ----- | 2,000 |
| 6-acetylmorphine (6-AM) | ----- | 10 (Test for 6-AM in the |

| | | |
|---------------------|-------|--|
| | | specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2,000 ng/mL). |
| Phencyclidine (PCP) | 25 | 25 |
| Amphetamines | 1,000 | |
| Amphetamine | | 500 |
| Methamphetamine | | 500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.) |

On an initial drug test, a result below the cutoff concentration is reported as negative. If the result is at or above the cutoff concentration, a confirmation test is conducted. On a confirmation drug test, a result below the cutoff concentration is reported as negative and a result at or above the cutoff concentration is reported as confirmed positive.

OCSO will contract with a laboratory certified by the United States Department of Health and Human Services to insure that the collection, shipment, testing and chain of custody procedures insure the integrity of the testing process.

The split sample urine testing will be utilized. This method requires that the urine specimen be divided into two samples providing one sample for preliminary screening and initial confirmation, and a second sample for the second test if needed at a later date. OCSO requires that the cost for testing this split sample will be the member's responsibility if the member elects to have the second sample tested and such test confirms a positive test result. If the member is ultimately exonerated based on the results from the second sample, OCSO shall reimburse the member for his/her costs for the second test.

The Medical Review Officer (MRO) will conduct a final review of

all positive test results to assess possible medical explanations for the positive test results.

In cases where a member working in the CID tests positive and then alleges it is due to passive exposure, the member shall have the right to be retested no sooner than ten (10) days after the exposure.

d. Disclosure of Test Results:

OCSO shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur. OCSO shall not release the tested drug and alcohol testing records of a member except:

- i. to his/her designee upon written request;
- ii. to the decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the member and arising from the results of mandatory testing pursuant to this policy.

e. Uncompleted Testing:

If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall, if practicable, begin a new screening or confirmation test, as applicable.

f. Records Retention/Test Results:

- i. Records Retention: OCSO shall maintain records of its alcohol and drug abuse program in a secure location with controlled access. OCSO shall maintain the following records for five years: (1) records of alcohol test results indicating a BAC of .02 or greater; (2) records of verified positive drug test results; and (3) documentation of refusals to take required alcohol and/or drug tests. Records related to the alcohol and drug collection process and training shall be maintained for a minimum of

two years. Records of negative and canceled drug test results and alcohol tests with concentration of less than .02 shall be maintained for one year.

- ii. Test Results: OSCO shall notify a member of the results of random and reasonable suspicion drug tests if the test results are verified positive and which tested drug(s) were verified as positive.

V. Refusal to Submit to Testing

A member shall not refuse to submit to a random alcohol or drug test required under this policy, a reasonable suspicion alcohol or drug test required under this policy, a return to duty alcohol or drug test, or a follow-up alcohol or drug test required under this policy. Any member shall not be permitted to return to duty subsequent to a refusal to submit to a test required under the policy until the member is evaluated by a Substance Abuse Professional and completes a substance abuse program designed by a Substance Abuse Professional, if any, and undergoes a return to duty alcohol test revealing a BAC of less than .02 and a drug test with a verified negative result. A refusal to submit to testing is the equivalent of an alcohol test revealing a BAC of .02 or greater or a drug test with a positive result. A refusal to be tested shall be defined as a refusal by a member to complete and sign the breath alcohol testing form or to complete the drug screening chain of custody form, to provide breath, to provide an adequate amount of breath, to provide an adequate amount of urine or otherwise to cooperate with the testing process in a way that prevents the completion of the test. The BAT or collector shall record such refusal in the remarks section of the form. The testing process shall then be terminated and the BAT or collector shall immediately notify the OCSO.

VI. Prohibited Conduct

1. No member shall work or report to work in violation of this policy.

2. No member shall use, possess, distribute or dispense alcohol or prohibited drugs under this policy while on duty outside the scope of his/her job duties, including while on OCSO property or work sites.
3. No member shall refuse to submit to a required alcohol or drug test conducted pursuant to this policy.
4. No member shall report for duty or remain on duty if the member tests positive for tested alcohol or drugs as defined by the policy.

VII. Referral, Evaluation and Treatment

1. OCSO shall make available to members through the County's Employee Assistance Program information regarding the resources available for evaluating and resolving problems associated with the misuse of alcohol and use of drugs, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs.
2. A member who engages in conduct prohibited by this policy shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the member needs in resolving problems associated with alcohol misuse and drug use. The costs associated with this evaluation are the responsibility of the member and may be covered by the member's health benefits plan, subject to the plan's conditions and limitations.
3. Before a member returns to duty after engaging in conduct prohibited by this Policy, the member shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than .02 if the conduct involved alcohol, or a drug test with a verified negative result if the conduct involved drugs.
4. Members identified as needing assistance in resolving problems associated with alcohol misuse or drug use

shall:

- a. be evaluated by a Substance Abuse Professional to determine if the member has properly followed any rehabilitation program prescribed under paragraph 2 of this policy;
- b. shall be subject to unannounced follow-up alcohol and drug tests administered by the OCSO following the member's return to duty. The number and frequency of the follow-up tests shall be as directed by the Substance Abuse Professional, and consist of at least six (6) tests in the first twelve (12) months following the member's return to duty. OCSO may direct the member to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the Substance Abuse Professional determines that return-to-duty and follow-up testing for both alcohol and drugs is necessary for that member. Such testing shall be in conformance with this policy. Follow-up testing shall not exceed sixty (60) months from the date of the member's return to duty. The Substance Abuse Professional may terminate the requirement at any time after the first six (6) tests have been administered, if the Substance Abuse Professional determines that such testing is no longer necessary.
- c. The evaluation and rehabilitation shall be provided by:
 - 1) a Substance Abuse Professional approved by OCSO; or
 - 2) a Substance Abuse Professional selected by the member. The member shall be required to submit to the OCSO a written verification from the Substance Abuse Professional that they meet the qualifications as set forth in Section II - Substance Abuse Professional of

this policy prior to receiving the evaluation and rehabilitation.

- d. A Substance Abuse Professional who determines that a member requires assistance in resolving problems with alcohol misuse or drug use shall not refer the member to the Substance Abuse Professional's own private practice, or to a person or organization from which the Substance Abuse Professional receives remuneration or in which the Substance Abuse Professional has a financial interest.
- e. Costs associated with evaluation and treatment shall be the responsibility of the member and may be covered by the member's health benefits plan, subject to the plan's conditions and limitations.

VIII. Consequences for Covered Members

Members found to have violated prohibited conduct under this policy will be subject to disciplinary action in accordance with Onondaga County Sheriff's Office Duty Manual, up to and including discharge. Any disciplinary action initiated will be administered in accordance with the provisions of Civil Service Law or the applicable collective bargaining agreement.

Under those circumstances where a member reports to duty while voluntarily on-call, he/she will not be subject to discipline for testing positive for alcohol use provided he/she has disclosed to his/her supervisor prior to commencing duty that he/she had consumed alcohol.

Applicable Sections of the Duty Manual include, but are not limited to the following:

- Part I - 1.1, 1.11
- Part II - 2.8
- Part III - 3.1, 3.2, 3.3, 3.26

Part IV - 4.1

Part V - 5.7

Members found to have a BAC of .04 or above or a positive drug test shall be required to be evaluated by a Substance Abuse Professional and to complete any treatment determined to be necessary by the Substance Abuse Professional before any return-to-duty can be considered.

No member shall report for or be on duty if such member has engaged in conduct prohibited by this policy.

IX. Member Notification

OCSO shall provide a copy of this policy to each member and to his/her collective bargaining agent. Each member is required to sign a statement certifying that he/she has received this information. OCSO shall maintain the original signed certification as a permanent part of the personnel file. OCSO will provide a copy of the certification to the member upon request. Prior to the implementation of this policy, OCSO will provide approximately one hour of in-service training on this policy. New members, including lateral transfers, shall receive approximately one hour of in-service training on this policy during orientation.

X. Administration

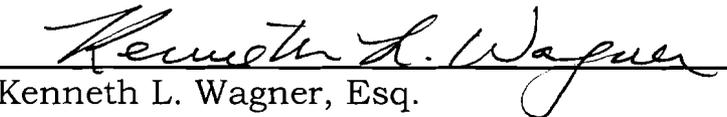
If the administration of this policy is assigned to an active member of another bargaining unit, the parties agree to negotiate the impact of such change.

The OCSO's historic drug and alcohol test scheduling records shall be made available to the Union within a reasonable time after a request is made.

I (concur) (~~do not concur~~) with the above Award.

Date: 12/2/09 
Peter Troiano
Public Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 11/20/09 
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

7. **Field Training Officer Premium Compensation**

DISCUSSION

OCSPA has proposed new language to provide for compensation for unit members assigned to perform duties of a Field Training Officer. The County has also offered proposals on the issue. The Panel, after reviewing the evidence and proposals, awards the following on this issue.

AWARD

FIELD TRAINING OFFICER PREMIUM COMPENSATION

- a.) In the event that a member in the title Deputy Sheriff (Police) or Deputy Sheriff Sergeant (Police) is assigned by the Employer to perform the duties commonly referred to as Field Training Officer (hereinafter "FTO") the following shall apply.

b.) The assignment of FTO duties is limited to the capacities as follows:

1. Deputy Sheriff (Police) as FTO for a new recruit Deputy Sheriff (Police).
2. Deputy Sheriff (Police) working in a detective assignment as FTO for a newly-assigned Deputy Sheriff (Police) working in a detective assignment.
3. Deputy Sheriff Sergeant (Police) as FTO for a newly-promoted Deputy Sheriff Sergeant (Police).
4. Deputy Sheriff (Police) as FTO for a newly-transferred member in the title of Deputy Sheriff (Police).

c.) The rate of compensation for each day (applicable to either an 8-hour work day or 10-hour work day depending upon the work schedule of the member) that a member is assigned as FTO shall be two (2) hours of compensatory straight time.

I concur (do not ~~concur~~) with the above Award.

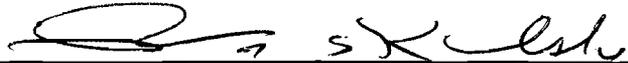
Date: 12/8/09 
Peter Troiano
Public Employer Panel Member

I concur (do not ~~concur~~) with the above Award.

Date: 11/20/09 
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

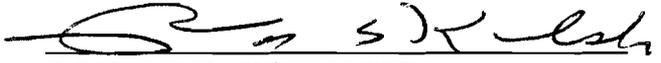
Except as stated above, the provisions of this Award shall take effect as of April 14, 2008, being the date of the Executive Summary of this Award.

Respectfully submitted,

Date: 12/22/09 
Ronald E. Kowalski
Public Panel Member and Chair

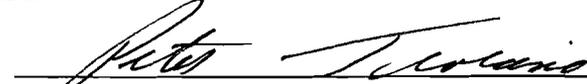
State of New York)
) SS:
County of Onondaga)

I, Ronald E. Kowalski, Ph.D., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument which is an Interest Arbitration Award.

12/22/09 
RONALD E. KOWALSKI
Public Panel Member and Chairman

State of New York)
) SS:
County of Onondaga)

I, Peter Troiano, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is an Interest Arbitration Award.

12/8/09 
PETER TROIANO
Public Employer Panel Member

State of New York)
) SS:
County of Onondaga)

I, Kenneth L. Wagner, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is an Interest Arbitration Award.

11/20/09


KENNETH L. WAGNER
Public Employee Organization Panel Member