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In the Matter of the Compulsory Interest Arbitration
Between

JS Case No. 3988

COUNTY OF WESTCHESTER,
Employer,

**OPINION
AND
AWARD**

and

**WESTCHESTER COUNTY DISTRICT
ATTORNEY INVESTIGATORS PBA,**
Union,

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED

JUL 11 2011

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

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Before the Public Arbitration Panel:

CONCILIATION

JOHN E. SANDS, Public Member and Chair
THOMAS GAMBINO, Association-Appointed Arbitrator
VINCENT TOOMEY, County-Appointed Arbitrator

OPINION OF THE CHAIR

I. Background.

On January 27, 2011, Richard A. Curreri, Director of Conciliation of the New York Public Employment Relations Board, ("PERB"), confirmed the parties' designation of me as Public Member and Chair of the Public Arbitration Panel in this case pursuant to New York State Civil Service Law ("CSL"), Section 209.4. In that same letter he also confirmed the parties' designations of Vincent Toomey

as County-Appointed Arbitrator and Thomas Gambino as Union-Appointed Arbitrator.

Pursuant to our statutory authority, a hearing was scheduled for April 26, 2011, in Westchester, New York. Prior to the date of the hearing, however, after noting that interest arbitration awards have already been issued for the County's four other public safety unions for the 2007-2008 contract years, the Panel directed the parties to make written submissions of evidence and argument prior to an Executive Session of the Interest Arbitration Panel on May 18, 2011. Both parties have submitted post-hearing briefs and evidence in support of their positions, and neither has raised any objection to the fairness of this proceeding.

The parties have produced a record that includes the prior interest arbitration awards and submissions in the proceeding between the County and the Corrections Officers Benevolent Association ("COBA") for the 2007-2008 interest arbitration, along with a letter from financial expert, Kevin Decker, dated April 21, 2011, which were submitted by the DAI, and fourteen County exhibits, all comprising hundreds of pages of documents. This includes four interest arbitration awards issued for the County's public safety units covering 2007-2008. We incorporate that record herein by reference as if fully set forth.

We have reviewed that record carefully and have considered the parties' proofs and arguments in light of these factors that CSL Section 209.4(c) mandates control our determination:

(v) [T]he 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 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 Public Employer is the County of Westchester ("County"). The Employee Organization is the District Attorney Investigators PBA of Westchester County ("DAI"). The bargaining unit comprises all employees of the Westchester

County District Attorney's office in "Investigator" titles. The unsettled issues subject to determination in this proceeding appear in the DAI's Petition For Compulsory Interest Arbitration and the County's Response to the Petition For Interest Arbitration.

II. Parties' Contract Proposals (proposed changes to current provisions are underlined):

A. DAI's Demands:

1. 5.1 Compensation –Asking 5% per year

a. Salaries

<u>Effective</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Investigators				
Starting Salary	\$63,770	\$66,480	<u>\$69,804</u>	<u>\$73,294</u>
After 1 year	\$70,405	\$73,395	<u>\$77,064</u>	<u>\$80,918</u>
After 2 years	\$77,020	\$80,295	<u>\$84,309</u>	<u>\$88,525</u>
After 3 years	\$83,640	\$87,195	<u>\$91,554</u>	<u>\$96,132</u>
After 4 years	\$90,205	\$94,040	<u>\$98,742</u>	<u>\$103,679</u>
Senior Investigator	\$105,520	\$110,005	<u>\$115,505</u>	<u>\$121,280</u>
Deputy Chief	\$123,455	\$128,700	<u>\$135,135</u>	<u>\$141,891</u>
Chief Investigator	\$130,020	\$135,545	<u>\$142,322</u>	<u>\$149,438</u>

****Salary increments to be effective on the anniversary dates of the Employee's date of hire. (Currently done quarterly)**

2. 5.2 Longevity - ** prior service in a NYS Retirement Plan that is transferable to Plan WC104, will be incorporated when considering and counting toward # years for longevity.

<u>Effective</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
After 5 years	\$2500	\$2700	\$2900	\$3100
After 10 years	\$2700	\$2900	\$3100	\$3300
After 15 years	\$2900	\$3100	\$3300	\$3500
After 20 years	\$3100	\$3300	\$3500	\$3700
<u>**After 25 years</u>			<u>\$4100</u>	<u>\$4300</u>

3. 5.2 OT-Holidays

(c) All Employees required to work on any of the above listed holidays, not the in-lieu-of day, will not receive regular pay; rather the employee(s) will be paid at the rate of time and one-half for the hours worked on that day and granted an additional day off (hour for hour).

**All Employees require to work on any of the above listed holidays, not the in-lieu-of day, will be compensated at the rate of two and one-half times their regular hourly rate, and granted an additional day off (hour for hour), with a minimum guarantee of four (4) hours.

4. 6.1 Shift Differential

Effective January 1, 2005, all Employees who have a regular starting time of one (1:00) o'clock PM or later or have a quitting time of twelve (12:00) o'clock noon or earlier shall receive additional compensation while working such shift hours of twenty-two dollars (\$22.00). Effective January 1, 2006, the compensation shall be increase to twenty-three dollars (\$23.00).

*Effective 1/1/07-\$24.00

*Effective 1/1/08-\$25.00

5. 6.2 Clothing Allowance (\$1250.00 CURRENT)

Effective January 1, 2005, employees shall receive a clothing allowance of one-thousand two-hundred fifty (\$1250.00) dollars per year.

Effective January 1, 2006, the clothing allowance shall be increased to one-thousand two-hundred fifty dollars (\$1250.00) per year. Employees shall receive the clothing allowance in two lump sum payments (\$625.00) by separate checks semi-annually in or about January and August.

*Effective 1/1/07 - \$1500.

*Effective 1/1/08 - \$1700.

*On the second pay periods of January and August

6. 6.4 Meal Allowance

The meal schedule specified in the county Travel Policy Rules and Regulations shall be in accordance with the following or general County rate, whichever is higher.

<u>Within County</u>	<u>Without Receipt (Allowance)</u>	<u>With Receipt (Reimbursement)</u>
Breakfast	\$3.00	\$4.00
Lunch	\$5.00	\$6.00
Dinner	\$7.00	\$9.00
<u>Outside of County</u>	<u>Not to Exceed (Without Receipt)</u>	<u>Not to Exceed (With Receipt)</u>
Breakfast	\$3.00	\$6.00
Lunch	\$5.00	\$8.00
Dinner	\$7.00	\$20.00

*The meal schedule shall be in accordance with the following:

Outside of County (Without Receipt)

Breakfast \$10 Lunch \$15 Dinner \$30

7. 7.1 Vacation Time

d) On January 1st an Employee who has more than ten (10) years of service, or during that year will attain the eleventh (11th) anniversary of service, will be entitled to one (1) additional working day of vacation for each year of service to a maximum of five weeks for each year of service (twenty-five working days' vacation) as follows:

<u>Years</u>	<u>Vacation Days</u>
Attains eleventh (11 th) year	21 days
Attains twelfth (12 th) year	22 days
Attains thirteenth (13 th) year	23 days
Attains fourteenth (14 th) year	24 days
Attains fifteenth (15 th) year	25 days

*Attains sixteenth (16 th) year	26 days
*Attains seventeenth (17 th) year	27 days
*Attains eighteenth (18 th) year	28 days
*Attains nineteenth (19 th) year	29 days
<u>*Attains twentieth (20th) year</u>	<u>30 days</u>

Annual leave is to be used in the year in which it is earned, except that with the approval of the Department Head and the Personnel Officer, annual leave earned in one (1) year may be used in the second (2nd) year, but no more than two (2) years of annual leave may be used in any one (1) year.

****With approval, an Employee may work a total of ten (10) days while on scheduled annual leave, being paid for both annual leave time and regular work time within the same pay period.

8. 8.2 Welfare Fund

Effective January 1, 2003, the County shall forward to the District Attorney's Investigator's Police Benevolent Association Welfare Committee Trustee one thousand four-hundred thirty dollars (\$1,430.00) per annum. Payments will be made on a quarterly basis based upon the number of members carried on the last payroll of each preceding quarter and paid within fifteen (15) days of the close of the quarter.

Effective January 1, 2004, the County shall forward to the District Attorney's Investigators Police Benevolent Association of Westchester County Welfare Committee Trustee one thousand five-hundred sixty five dollars (\$1,565.00) per annum. Payment will be made on a quarterly basis based upon the number of members carried on the last payroll of each preceding quarter and paid within fifteen (15) days of the close of the quarter. Currently, \$151.25/member/month. Asking for (\$161.25/member/month-Eff 1/08)

9. 8.3 Tuition

Currently \$10k – request bump to \$20k/yr

- 10. Modification of CBA Appendix F (General Municipal Law 207-C Policy) to include language consistent with an Interest Arbitration Award issued to Westchester County PBA by Arbitrator Jeffrey Selchick on or about June 2006.**
- 11. Creation of a panel of mutually agreed-upon Arbitrators to hear and render CBA dispute Awards.**

B. County's Demands

1. ARTICLE V – COMPENSATION

1. Amend Section 5.1 (“Classification and Compensation”) by adding two (2) additional steps to the salary increment structure for all newly hired D.A. Investigators.

2. ARTICLE VI – DIFFERENTIALS AND ALLOWANCES

1. Amend Section 6.4 (“Meal Allowance”) to eliminate payment when working overtime.

3. ARTICLE VIII – EMPLOYEE BENEFITS

1. Modify Section 8.1 (“Health Insurance”) by requiring all employees to pay 15% of the cost of their option (single or family).
2. Add new Section: Drug Testing

If an employee tests positive, a Hearing will be held, by an agreed-upon Arbitrator, if the D.A. Investigators PBA files a grievance within five (5) days of the employee’s notification of the positive test.

The Arbitrator's sole authority at this Hearing shall be to either certify or invalidate the test results. At the Hearing, the D.A. Investigators PBA shall have the responsibility of proving to the Arbitrator that the test was flawed.

At the time the employee is notified of the positive test, the employee shall be suspended without pay. The employee shall remain suspended until either terminated or reinstated by the Arbitrator.

If the Arbitrator certifies the positive test, or the D.A. Investigators PBA does not file a grievance in the time stated above, the employee shall be terminated with no further action required by the County.

If the Arbitrator invalidates the test, the employee shall be reinstated in a manner determined by the Arbitrator.

III. Parties' Positions on their Proposals

Focusing on the statutory criterion of comparability, the DAI argues the scope of the comparable universe includes the County's other public safety unions. Those comparables would include: the County PBA, the Superior Police Officers Unit ("SOU"), the Corrections Officers Benevolent Association ("COBA") and the Superior Corrections Officers Benevolent Association ("SCOBA"). The DAI argues that the history of pattern bargaining between these units warrants comparability with the other County law enforcement labor unions. The DAI, therefore, adopts the arguments made by COBA in its submission in the interest

arbitration proceeding covering 2007-2008, and by extension, adopts COBA's positions on comparability and the County's ability to pay.

The DAI further adopts the arguments made in the COBA proceeding with respect to the County's ability to pay, based upon the financial reports and testimony of Kevin Decker. The DAI, therefore, argues that despite financial problems commencing in 2009, the County's financial health for the 2007-2008 contract years was sound, and the County, therefore, has the ability to pay the DAI's demands.

The County argues that, since the DAI has not been party to an interest arbitration in recent years, no established history of comparability exists between the DAI and the County's other public safety units. The County further argues that comparisons of those units with statutory interest arbitration to those units with contractual interest arbitration, such as COBA and SCOBA, are of limited utility. For that reason, the County urges the Panel to also consider recent settlements in other police units within the County, such as the Town of Harrison and the Village of Scarsdale. Those agreements, although for later years, reflect the current pattern for public safety settlements and awards.

The County also argues that the financial information provided by the DAI is misleading and outdated. Its fiscal health, the County argues, is much worse

than what was perceived in the earlier proceedings, making its ability to pay the DAI's demands nearly impossible. The County otherwise agrees, however, that while there is no clear pattern between the DAI and other County public safety units for purposes of future negotiations, for the limited purpose of this proceeding, the County's other public safety awards for 2007-2008 are the primary comparators.

1. TERM

The parties agree and the Panel awards a two-year Award, commencing January 1, 2007 and concluding December 31, 2008. All terms contained in the parties' 2003-2004 collective bargaining agreement not modified by the 2005-2006 Memorandum of Agreement, and not modified by this Award shall remain in full force and effect. The terms of this Award shall be implemented as soon as practicable.

2. COMPARABILITY

The District Attorney Investigators PBA ("DAI") argues that the Panel should acknowledge and continue the recent bargaining history and pattern which establishes that the Westchester County Corrections Benevolent Association

("COBA") is the appropriate comparator for the DAI, and has adopted the arguments presented in COBA's brief from the 2007-2008 interest arbitration in support of its position. In its submission, COBA argued that the PBA should be its primary comparable since history establishes that the two unions have received similar, and in some cases, identical treatment with respect to economic benefits. The DAI therefore, takes the position that the County's public safety unions comprise the comparable universe for each other, citing Arbitrator Edelman's COBA award for contract years 2005-2006. Specifically, Arbitrator Edelman stated:

Obviously the most relevant jurisdiction to Westchester County is Westchester County itself. While the role of Police Officer is not identical to that of the Corrections Officer, the two function in similar contexts. Both enforce the law. Both protect the health and safety of the general public. While Police Officers patrol the highways, Corrections Officers protect the public by seeing to it that those incarcerated are properly housed in correctional facilities. Surely, there exists a sound basis to compare the terms and conditions of Westchester County Police Officers to Westchester County Corrections Officers.

While Arbitrator Edelman's award does not specifically address the DAI, the County generally accepts the proposition that other interest arbitration awards for its public safety units are strong evidence of what the economic terms shall be

for this award. The County also, however, cites recent contract settlements between the Town of Harrison's police unit, as well as the Village of Scarsdale and its police union, as additional public safety comparators. Those agreements covered contract years 2010 through 2012, and 2009 through 2012, respectively.

Balancing the past bargaining history of the County's public safety bargaining units, the relatively small size of the DAI bargaining unit (currently 32 members) and its consequent limited economic impact on the County, similarity in economic terms and conditions should continue for this interest arbitration term. Based upon the evidence presented, the Panel concludes that the awards for the County public safety units covering the same interest arbitration period of calendar years 2007 and 2008 are the most completely comparable on which to base financial terms of the DAI bargaining unit Award. While the settlements in the Town of Harrison and the Village of Scarsdale are certainly relevant for the DAI's 2009 and 2010 contract or award, since they are not comparable years, they are less relevant for purposes of this proceeding. They do, however, confirm the established trend toward lower cost labor settlements with substantial concessions for the term commencing January 1, 2009.

Our conclusion that the primary comparator for 2007 and 2008 is the four County public safety units does not prohibit the parties from presenting evidence

in the future that other contracts or Awards are more appropriately comparable under existing circumstances at the time. In fact, further analysis of the subject is essential since the DAI has not been a party to a previous interest arbitration and the parties have not had an opportunity to explore this subject, particularly with respect to the issue of whether units with contractual interest arbitration, like Corrections, are the most appropriate comparable.

3. ABILITY TO PAY

The main dispute between the parties centers on ability to pay. DAI argues that the County's fiscal condition in 2007 and 2008 was generally sound and thus the union's demands are well within the County's means. While it acknowledges that the economic downturn has had some impact on the County, it argues that the County is not in dire straits. In support, it relies heavily on the testimony presented by economist Kevin Decker in the recent PBA arbitration and his updated review of the County's 2007-2008 economic status submitted in the recent COBA interest arbitration. In addition, DAI has submitted a letter from Mr. Decker stating that his conclusions made in those two proceedings remain unchanged and are relevant to this proceeding. This evidence suggests that the primary source of funds for the DAI's budget comes from the General Fund, which has enjoyed significant and healthy balances in 2007 and 2008. The union

argues that its demands do not bear heavily on the County's available fund balance and, in the grand scheme of things, represent only a fraction of the County's expenditures. The evidence also shows that the General Fund balances are largely derived from real property taxes and sales taxes, which the union argues (a) are historically stable sources of revenue and (b) that any downward trends or deficits in either source are short term. Other indicators of the County's fiscal health include its high per capita property wealth, rapidly increasing per capita income, the unique "triple-triple" distinction (AAA bond rating from the three main ratings agencies), lack of significant outstanding debt and an unemployment rate that is lower than the state and national average. In further support of its argument that the County has the ability to pay, the union points to the former County Executive's words proclaiming that the state of the County in 2007 and 2008 was sound. In all, the DAI adopts COBA's contentions that, given the County's history of fiscal prudence, tax/revenue rates and trends, and the economics and demographics of the community underlying the revenue base, Westchester is one of the strongest counties in the State and one that is certainly capable of weathering what it characterizes as temporary fiscal challenges.

The County paints a bleaker picture of current economic circumstances. It claims that the difficulties it faces are so severe that its ability to pay must be

measured by what it can afford given its current economic status and projected budgetary deficits, not just the fiscal status of the County in 2007 and 2008. It argues further that, since the COBA interest arbitration Award, new evidence has become available which demonstrates that the County's fiscal health is in deeper jeopardy than what was projected in the earlier Awards. The County argues that, while the information that was available in those earlier proceedings was relevant to show what existed during the 2007-2008 contract years, any economic award cannot be issued in a vacuum; rather one must take into consideration an award's impact on the County's citizens and taxpayers, its impact on other public employees not appearing in this arbitration, and its impact on subsequent negotiations between the same parties. It asserts that the economic data presented in the PBA and COBA arbitrations was dated or incorrect and that the County's financial condition has deteriorated significantly since then. It claims the available General Fund balance is much lower than what it was at the end of 2008 after factoring in the expenditures for the 2009 budget. The County also claims that the current economic downturn has resulted in declining property values and a reduction in projected sales tax revenues. The County further notes that unrestrained government spending under prior County Administrations, increased personnel and labor costs, and a projected decline in other revenue sources

(mainly State and federal aid) have placed the County at the edge of a financial precipice. Although the County has implemented remedial and prophylactic measures, including reductions in social services, cuts in transportation, refinancing of debt, and downsizing the County Executive's office budget, it argues it will need to curb labor costs to close the projected deficits. In sum, the County argues that it has an inability to meet the DAI's demands.

There is no doubt that these are challenging economic times. The fiscal data presented draw concerns about the County's ability to meet all of DAI's demands as they have been presented and will certainly have an impact on the County's ability to pay for years beyond 2008. In light of the fiscal data presented by the County, which was not yet available during the PBA and COBA arbitrations, the worsening of the County's finances is far greater than the projections submitted in the earlier proceedings. It is now clear how the economic downturn has severely affected the County's ability to pay settlements and awards beyond this term. Because the Panel is persuaded, however, that a pattern has been established at least for 2007 and 2008 for this small unit, and that the County has the ability to pay for increases in wages and benefits in 2007 and 2008, it will award increases similar to those Arbitrator Campagna awarded in the 2007-2008 PBA Interest Arbitration Award, and those contained in my Awards to COBA and SCOBA.

The Panel realizes that labor costs from 2007-2008 roll over to 2009 and beyond and that these increases will impact and be taken into consideration for the negotiations for the period commencing 2009. The parties will address these issues in their 2009-2010 negotiations and enter into an agreement that reflects the economic realities for that period. If the parties are unable to do so, an arbitrator surely will.

4. SALARY INCREASE

Consistent with the increases received by all four of the County's other public safety units, the Panel shall award a 4% raise for each and every step retroactive to January 1, 2007, and an additional 3.5% raise for each and every step retroactive to January 1, 2008.

5. RETROACTIVITY

In light of all relevant factors present for the years 2007 and 2008, the Panel awards full retroactivity to any unit member who worked during any period covered by the term of this award.

6. LONGEVITY

The Panel shall award the following longevity increases: effective and retroactive to January 1, 2007, an increase of \$75.00 per step; effective and retroactive to January 1, 2008, an additional \$200.00 increase per step from the

2007 rate. These increases are the same as those contained in all four public safety Awards for the 2007 and 2008 contract years. These increases maintain identical longevity payments between the PBA, Police SOU and DAI, and are justified by the full record before us.

7. NIGHT SHIFT DIFFERENTIAL

None of the Awards for County public safety units provided for increases in night shift differential for 2007, but a modest increase of \$1.50 was awarded retroactive to January 1, 2008 for each. Similarly, the Panel shall award no increase for the DAI for 2007, but shall award an increase of \$1.50 over the current rate of \$23.00 retroactive to January 1, 2008, bringing the differential rate to \$24.50.

8. WELFARE FUND

Although the Panel finds that the current contribution given to DAI is less than that provided to COBA, it also finds that the current amount is both appropriate and competitive. Therefore, the proposed increase requested by the DAI is not warranted although some increase is. The Panel shall accordingly award no increase for 2007, and, for 2008, shall award a \$45.00 dollar increase per member per year retroactive to January 1, 2008.

9. CLOTHING ALLOWANCE

Although the Panel recognizes an exact comparable does not exist between COBA's equipment allowance and the DAI, the PBA's clothing allowance, which is the same as the DAI, was the comparable used to determine COBA's award.

Each bargaining unit is required to present and dress themselves in a professional manner, and to have the appropriate equipment and clothing to meet that end.

Thus, an award similar to that received by the PBA is warranted here. As a result, the Panel shall award no increase for 2007 but a \$50.00 increase retroactive to January 1, 2008.

10. HEALTH BENEFITS

The County seeks a significant change to the DAI's current health insurance structure. While the Panel recognizes that these changes may result in significant financial savings to the County, it rejects any change at this time. While retroactive health insurance contributions and other changes are certainly feasible, and the increasing costs of health insurance must be addressed by the parties because of their significant impact on labor costs, the Panel finds that the interests of the parties are best served by allowing them to address this important issue in their 2009-2010 negotiations. This will allow the parties to explore all avenues for health insurance changes, including changes in health benefit levels, alternative

health plans and contributions. As noted above, in the event the parties are unable to agree on that and other issues, they may present them to an Interest Arbitration Panel in conjunction with any 2009-2010 impasse proceedings should they become necessary. The parties are, however, strongly encouraged to address this issue since, as has been demonstrated on the national level, the current cost of health benefits is not sustainable and seriously erodes the County's ability to pay and provide services in a cost-effective manner. This issue cannot be delayed beyond this award, and the parties must find a way in their 2009 -2010 negotiations or impasse proceedings to deal with this problem. The Panel shall accordingly award no changes to the current health care provisions.

11. OTHER PROPOSALS

As to all remaining disputed issues, on the entire record before me, we find insufficient basis to direct any change of the status quo. We accordingly reject all other proposals made by the DAI and the County that we have not otherwise addressed or modified.

By reason of the foregoing, we issue the following:

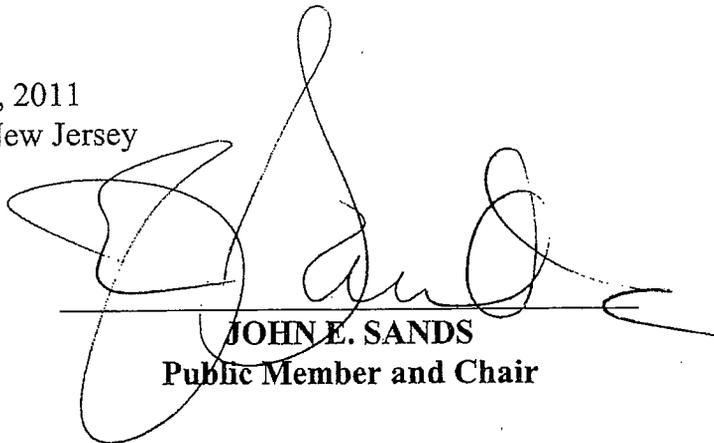
AWARD

1. This award covers the two year term, January 1, 2007 through December 31, 2008. All terms and conditions of the parties' expired collective bargaining agreement shall continue in full force and effect except those modified by this Award and by the prior Memorandum of Agreement covering the 2005-2006 contract years.
2. The terms of this Award shall be implemented as soon as practicable.
3. Salaries shall be increased by 4% retroactive to January 1, 2007 and 3.5% retroactive to January 1, 2008 with full retroactivity paid to any member of the bargaining unit who worked during any part of calendar years 2007 and 2008.
4. The longevity provision of the parties' expired collective bargaining agreement shall be amended for 2007 with an increase of \$75.00 per step and for 2008 with an increase of an additional \$200.00 per step over the 2007 rate. Full retroactivity shall be paid to any bargaining unit member who worked during any part of calendar years 2007 and 2008.
5. While we have not awarded any increases in the night shift differential provision for 2007, we do award an increase of \$1.50 effective January 1,

2008, resulting in a rate of \$24.50. Full retroactivity shall be paid to any bargaining unit member who worked during any part of calendar year 2008.

6. While we have not awarded an increase in the Welfare Fund contribution for 2007, we do award a \$45.00 increase per year effective January 1, 2008 per bargaining unit member with full retroactivity paid for any bargaining unit member who worked during any part of calendar year 2008.
7. While we have not awarded an increase in the Clothing Allowance for 2007, we do award an increase of \$50.00 effective January 1, 2008 with full retroactivity paid to any bargaining unit member of who worked during any part of calendar year 2008.
8. We reject all other proposals of the parties, whether or not discussed herein.

Dated: May 18, 2011
West Orange, New Jersey



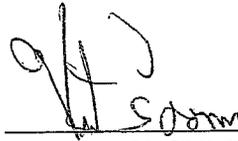
JOHN E. SANDS
Public Member and Chair

I concur.



THOMAS GAMBINO
Association-Appointed Arbitrator

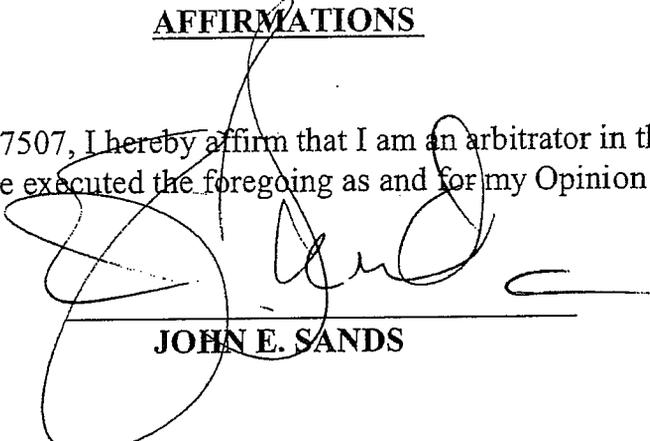
I concur.



VINCENT TOOMEY
County-Appointed Arbitrator

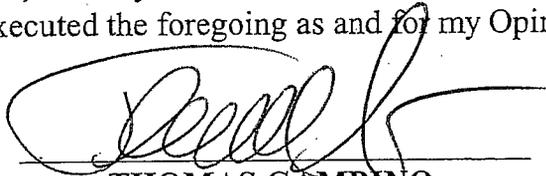
AFFIRMATIONS

Pursuant to CPLR § 7507, I hereby affirm that I am an arbitrator in the above matter and that I have executed the foregoing as and for my Opinion and Award.



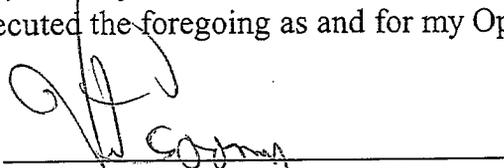
JOHN E. SANDS

Pursuant to CPLR § 7507, I hereby affirm that I am an arbitrator in the above matter and that I have executed the foregoing as and for my Opinion and Award.



THOMAS GAMBINO

Pursuant to CPLR § 7507, I hereby affirm that I am an arbitrator in the above matter and that I have executed the foregoing as and for my Opinion and Award.



VINCENT TOOMEY