

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Interest Arbitration

-between-

SUFFOLK COUNTY CORRECTION OFFICERS
ASSOCIATION, INC.

Employee Organization,

-and-

COUNTY OF SUFFOLK and SUFFOLK COUNTY
SHERIFF'S OFFICE

Joint Public Employers,

PERB Case No.: IA2010-016; M2010-083

BEFORE: Jay M. Siegel, Esq.
Public Panel Member and Chairman

Vito Dagnello
Employee Organization Panel Member

Paul Margiotta, Esq.
Public Employer Panel Member

APPEARANCES:

For the Suffolk County Correction Officers Association
Meyer, Suozzi, English & Klein, P.C.
By: Barry J. Peek, Esq., of Counsel

For the County of Suffolk and Suffolk County Sheriff's Office
Lamb & Barnosky, LLP
By: Richard K. Zuckerman, Esq. & Alyson Mathews, Esq., of Counsel

OPINION

AND

AWARD

BACKGROUND

This interest arbitration involves a negotiation dispute between the County of Suffolk and the Suffolk County Sheriff (collectively referred to as the County) and the Suffolk County Correction Officers Association (SCCOA). The SCCOA is the sole and exclusive bargaining representative of employees of the County Sheriff's Office in the titles of Correction Officer I, Correction Officer II (Sergeant), Correction Officer III (Lieutenant), Correction Officer IV (Captain), Deputy Warden and Warden. Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board (PERB) to make a just and reasonable determination of this negotiation dispute.

Suffolk is a largely suburban county on the eastern portion of Long Island. It is part of the New York City metropolitan area. It has a diverse population of approximately 1.5 million people.

The SCCOA represents approximately 800 employees, including more than 650 Correction Officers, 70 Sergeants, 23 Lieutenants, 4 Captains, 3 Deputy Wardens and 2 Wardens. SCCOA members perform a full array of difficult and dangerous safety and security work throughout several County jails. They are responsible for the control, custody and safety of inmates, many of whom have committed serious crimes and have mental health issues. The work is dangerous. The danger is exacerbated by overpopulation in the County jails.

The last collective bargaining agreement between the parties covered the period January 1, 2006 through December 31, 2007. In July 2009, the parties began negotiations for a successor contract. Nine negotiating sessions were held but the negotiations were

unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, a PERB-appointed mediator met with the parties. Mediation was unsuccessful and on August 23, 2010, the SCCOA filed a Petition for Interest Arbitration (Joint Exhibit 3) pursuant to Section 209.4 of the Civil Service Law.

The County filed a Response to said Petition on September 8, 2010 (Joint Exhibit 4). Thereafter, a Public Arbitration Panel was designated by PERB, pursuant to Section 209.4 of the New York State Civil Service Law, for the purpose of making a just and reasonable determination of this dispute. The initial Panel consisted of Jay M. Siegel as the Public Member of the Panel, Vito Dagnello as the SCCOA member and Jeffrey Tempera as the County member. The County then substituted Eric Askerberg for Mr. Tempera as its Panel Member. Subsequent to that, it substituted Paul Margiotta for Mr. Askerberg.

On October 29, 2010, the County and the SCCOA executed a memorandum of agreement pursuant to Civil Service Law Section 209.2 to extend the Panel's jurisdiction from two to three years (Joint Exhibit 11). On or about December 7, 2010, a resolution was placed before the County Legislature to approve the conversion of this proceeding to a three year voluntary interest arbitration proceeding and extending the Panel's jurisdiction to a three year award. On December 21, 2010, the County Legislature approved the resolution.

Hearings were conducted before the Panel in Garden City, New York, on January 5, 2011, April 5, 2011, May 4, 2011 and July 26, 2011. At all four hearings, the parties were represented by counsel. Both parties presented witnesses for testimony and submitted numerous and extensive exhibits and documentation, including written closing

arguments. Both parties presented extensive arguments on their respective positions. The Panel then directed that the parties' post-hearing briefs be submitted no later than November 11, 2011.

Thereafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by the parties. After significant discussion and deliberations at several executive sessions conducted between November 2011 and June 2012, the Panel reached an Award. The Award consists of many compromises induced by the Panel Chair and represents a complete package. Neither of the concurring Panel members would accept each individual recommendation in isolation. However, as only a simple majority is required on each item, the support of all items by at least the Panel Chairman and one other Panel Member results in this binding Award. Accordingly, all references to "the Panel" in this Award shall mean the Panel Chairman and at least one other concurring Panel Member.

The positions taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing written submissions, all of which are incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award. Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' Award setting forth the terms and conditions for the period January 1, 2008 through December 31, 2010.

In arriving at such determination, the Panel has specifically reviewed and considered all of the following criteria, as detailed in Section 209.4 of the Civil Service Law:

- 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 the 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.

COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly determine wages and other terms and conditions of employment, the Panel must engage in a comparative analysis of terms and conditions with "other employees performing similar services or requiring similar skills under similar working conditions with other employees in generally in public and private employment in comparable communities."

Both parties agree that the comparability analysis concerns a review of the County's settlements with the County's ten other bargaining units. The parties mutually agree that there is a long history of pattern bargaining in the County. This is evident by an analysis of the settlements over the past twenty plus years, as well as the numerous prior interest arbitration awards determining that internal County settlements and the history of pattern bargaining are most important considerations insofar as comparability is concerned.

Although both parties agree that a pattern in bargaining labor contracts exists in the County, the parties disagree as to which bargaining units the SCCOA should be compared to internally and how the pattern should be applied to them.

Historically, there have been four bargaining patterns in Suffolk. In 2011, these patterns were reiterated by Arbitrator Arthur Riegel in the Interest Arbitration Award between the County and the Deputy Sheriff's Police Benevolent Association (DSPBA) covering the same time frame as this Award. Arbitrator Riegel determined:

There are four internal bargaining unit patterns in Suffolk County. They are the police pattern, the sheriff's pattern, the AME pattern and the college pattern. The police pattern is comprised of the SCPBA, the SCSOA, the SCDA and the DIPBA. The Sheriff's pattern is made up of the Deputy Sheriff's Police Benevolent Association (DSPBA) and the Suffolk County Correction Officers Association (SCCOA). [Joint Exhibit 29]

SCCOA Position

The SCCOA contends that its members should receive an award that is comparable to the one received by the SCPBA. That Award provided for 3.5% wage increases compounded in each of three years.

The SCCOA recognizes that the first pattern is determined by the SCPBA Award. It asserts that it sets the maximum amount for any award or agreement that follows. The SCCOA notes that the AME agreement sets the minimum of what an agreement or award in the County should amount to.

The SCCOA submits that its evidence regarding the history of pattern bargaining from 1994 to the present time shows that the SCCOA and DSPBA (the two unions in the "sheriff's pattern") have received greater increases than AME and slightly less than the SCPBA.

The SCCOA insists that the history of pattern bargaining in the County not only determines the relationship between all four tiers of the pattern but that it also determines the relationship between the unions within a particular group. The SCCOA contends that an analysis of the "sheriff's pattern" makes it abundantly clear that the SCCOA has received slightly more in rate and/or cash than the DSPBA over the years.

The SCCOA argues that the differences first arose in 1997. Although both bargaining units received a 4% wage increase, the SCCOA members received their increase effective January 1 whereas the DSPBA members received their increase effective March 1. According to the SCCOA, this happened again in 1998 and 1999. In the SCCOA's view, it achieved a better economic settlement for its members than the DSPBA over this three year time frame.

These differences continued in 2000. In that year, the DSPBA settled for a 3% wage increase while the SCCOA settled for a 3.75% increase.

The SCCOA stresses that even though at first glance it appears that the DSPBA settled for more than the SCCOA in 2001, the evidence reveals otherwise. According to the SCCOA, the DSPBA's 5% wage increase was offset by a major giveback of an increased work week from 37.5 hours per week to 40 hours per week. Since this is a 6.66% increase in work time, the SCCOA argues that the DSPBA received a net 0% wage increase for 2001 while the SCCOA received a 3.75% increase that it did not have to pay for. In the SCCOA's estimation, this demonstrates that the DSPBA has never received a better wage package than the SCCOA.

The SCCOA stresses that this Panel should follow the pattern established by the police unions in fashioning a wage increase in this Award. It maintains that the evidence

establishes that SCCOA members should be treated equal to other police unions and should receive a settlement that conforms with the pattern of police union settlements.

The SCCOA argues that Arbitrator Townley's reason for distinguishing the DSPBA from the other police units is not applicable to the SCCOA. The SCCOA states that, as Arbitrator Townley correctly noted, Section 209(4)(g) of the Taylor Law, which granted the DSPBA the right to interest arbitration, is quite limited. Conversely, the statute providing the right to interest arbitration to police officers and the SCCOA members is quite broad. Whereas police units have the statutory right to bring all matters involving terms and conditions of employment to interest arbitration and the SCCOA has the right to bring virtually all matters to interest arbitration, deputy sheriffs may only bring matters to interest arbitration that are "directly related to compensation."

The SCCOA contends that it should be compared to police units not only because it has virtually the same statutory right to interest arbitration but also because its members suffer serious health consequences due to the stresses of their job. The SCCOA notes that Dr. Dan Goldfarb testified as to the negative psychological effects of being a correction officer. He testified that no other law enforcement group in the County endures these adverse psychological effects. The SCCOA observes that correction officers are locked in a jail for their entire tour of duty whereas other law enforcement officers are in cars and among the general public. Dr. Goldfarb testified that the impact of the difficult job of a correction officer ranges from alcoholism to depression to divorce.

The SCCOA avers that Brian Dawe's testimony about the statistics regarding the life span of a correction officer shows that there are severe consequences to this occupation. He presented statistics showing that an average correction officer lives to the

age of 58, lives only 18 months after retirement and that correction officers have a 39% higher suicide rate than any other occupation. In the SCCOA's view, these unrebutted and highly revealing statistics, coupled with other evidence in the record, demonstrates that correction officers must be paid more than deputy sheriffs and that they should be compared with the unit that is most like them, namely, police officers.

County Position

The County insists that over 30 years of negotiating history demonstrates that the Panel must reaffirm that the SCCOA is part of the Sheriff's bargaining pattern.

The County notes that there are four distinct tiers of patterns. The first is the police pattern. It consists of the SCPBA, SOA, SDA and DIPBA. The second tier is the Sheriff's pattern. It consists of the DSPBA and the SCCOA. The third tier is the AME pattern, which consists of the AME white and blue units, the DSPBA Park Police and the Probation Officers Association. Finally, the College pattern consists of the faculty of Suffolk Community College and the Guild of Administrative Officers of Suffolk Community College.

The County maintains that police pattern units have historically received the highest salary increases, followed by units in the Sheriff's pattern and then the AME pattern units. According to the County, the College pattern exists in its own tier separate and distinct from the other three tiers.

In the County's estimation, there is broad consensus between the parties and based on the history to consider the SCCOA part of the Sheriff's pattern. It asserts that there is no logical or historical basis to argue that the SCCOA is part of the police pattern.

The County understands the crux of the comparability dispute is whether there is a sub-pattern within the Sheriff's pattern.

The County insists that the Panel should soundly reject the SCCOA's argument that there is a sub-pattern within the Sheriff's pattern. It maintains that the past 30 years of negotiating history makes it abundantly clear that arbitrators have awarded and the parties (i.e., the County, DSPBA, SCCOA) have themselves negotiated pattern-conforming settlements.

The County observes that deputy sheriffs and correction officers were once part of CSEA, which is now AME. In 1982, deputy sheriffs and correction officers formed their own distinct bargaining unit within CSEA and negotiated together. In 1984, the distinct deputy sheriff/correction officer unit decertified from CSEA. However, in 1985, the deputy sheriffs and correction officers split into the SCCOA and DSPBA.

The County stresses that since the time of the split, the DSPBA and SCCOA have negotiated identical wage increases, except for two rounds of negotiations. According to the County, these increases have been lower than those awarded or negotiated with the police units and greater than those negotiated with CSEA/AME. Of significant note, except for 2004-2005 and 2008-2010, all of the agreements have been negotiated by the parties.

The County contends that there are logical explanations for these distinctions and that when all of the relevant economic considerations are factored in, the settlements are completely comparable. For example, the DSPBA received its wages effective March 1 while the SCCOA received its wage increases effective January 1 from 1997 to 1999. In addition, in 2001, the DSPBA agreed to a longer work day in exchange for a 5% salary

increase while the SCCOA did not agree to a longer work day and received a 3.75% increase.

The County stresses that these variations occurred immediately prior to the time that the DSPBA received an enormous benefit of a new retirement plan. This allowed deputy sheriffs to retire after 20 or 25 years with the option to elect an additional benefit of 1/60th of the final average salary for each year of service in excess of 20 or 25 years, not to exceed 15 years. Since the County estimated this benefit would cost over \$5 million in the first year, the annual cost is approximately \$400,000.

The County argues that the retirement plan is the largest discrepancy between DSPBA and SCCOA benefits and that it far exceeds the additional money SCCOA members received from 1997 to 1999 and in 2001. The County maintains that it completely undermines the SCCOA's argument that it historically does better than the DSPBA.

The County claims that with a few limited exceptions, the DSPBA and SCCOA have traditionally negotiated the same terms and conditions of employment. These settlements have provided identical increases to the benefit fund, similar work rule changes, similar increases to cleaning and clothing allowance and similar increases to shift differentials.

The County states that the SCCOA and DSPBA both received the right to interest arbitration while they were in the midst of negotiating their 2004-2005 contracts. According to the County, the DSPBA went to interest arbitration first. During both interest arbitration proceedings, the most contentious issue was the County's proposal

that overtime be paid in accordance with Fair Labor Standards Act (FLSA) work cycles. The County persuaded the DSPBA panel to award its proposal.

When the County sought to replicate this proposal with the SCCOA, it became complicated because deputies work 40 hours per week while SCCOA members work 37.5 hours per week. The SCCOA successfully persuaded Arbitrator Stein that this proposal produced more savings for the County than it would receive from the DSPBA. As a result, Arbitrator Stein awarded each SCCOA member an additional \$425, which was added to the salary schedule.

The County insists that Arbitrator Stein's decision to Award this extra \$425 in no way represents a finding by him that the SCCOA is above the DSPBA within the Sheriff's pattern. Rather, he awarded the \$425 to be "pattern-conforming" because he felt the FLSA proposal had a greater financial impact on the SCCOA.

Indeed, the County notes that Arbitrator Stein expressly rejected the SCCOA argument that it should be included in the police pattern. He held that there is a Sheriff's pattern that linked the settlements of the SCCOA and DSPBA with the County. He found that the SCCOA was entitled to an award that was comparable to the one received by the DSPBA, thereby reaffirming the Sheriff's pattern.

Similarly, in the 2008-2010 DSPBA interest arbitration with the County, the DSPBA argued that it should be in the police pattern but that if this was rejected it should be placed above the SCCOA within the Sheriff's pattern. According to the County, this was rejected by Arbitrator Riegel who held that the Sheriff's pattern was comprised of the DSPBA and the SCCOA. Since every interest arbitration panel has concluded that the DSPBA and SCCOA are part of the Sheriff's pattern and that there is no sub-pattern

within the two groups, this Panel should reject the SCCOA's argument and rule that there is no sub-pattern within the DSPBA and SCCOA and that the SCCOA's most appropriate comparable is the DSPBA.

Panel Determination on Comparability

The Panel Chair finds that there is insufficient evidence to warrant removing the SCCOA from the Sheriff's pattern.

First and foremost is the fact that the Panel Chair is persuaded that the evidence establishes that there is long term history establishing three obvious groupings as part of the pattern bargaining that has long been a part of the labor relations philosophy adopted by the County and its various bargaining units. The police units set the high end of the pattern and the AME units set the minimum economic parameters for the pattern. The SCCOA, as part of the Sheriff's pattern with the DSPBA, historically falls somewhere in between. Numerous arbitrators hearing cases in Suffolk County have repeatedly emphasized the benefit the public receives by maintaining the pattern and the value it provides in maintaining labor stability and maintaining employee morale. Indeed, this is precisely why in the 1990s Arbitrator Edelman held that "there should be substantial reasons why a well established pattern should be broken."

The evidence establishes that on numerous occasions between 1989 and 2007, the DSPBA and the SCCOA received the exact same salary increases. Their increases have consistently been less than those achieved by the police units and more than those achieved in the AME pattern. Any deviations in their raises have been in the nature of pattern conformance and not because one group deserves to be placed in a sub-group ahead of the other. Indeed, from 1989 to 2003, the DSPBA and the SCCOA received the

exact same raises except in a couple of years. In the 2004-2005 interest arbitration award round of interest arbitration, the DSPBA and the SCCOA received the same salary increases. However, Arbitrator Stein determined that the SCCOA deserved an extra \$425 more than the deputy sheriffs. The SCCOA persuaded Arbitrator Stein that the FLSA concession he was awarding for the County in that round produced more savings for the County than it would realize from the DSPBA. Arbitrator Stein explicitly stated that he was awarding this extra money not because the SCCOA was above the DSPBA in the Sheriff's pattern. Rather, he opined that there is a "so-called Sheriff's pattern which links the settlements achieved by the DSPBA and the Association [SCCOA] with the County." In Arbitrator Stein's view, the extra \$425 he awarded to SCCOA members was pattern conforming and did not change the fact that the DSPBA and SCCOA made up the Sheriff's pattern and that they stood on equal footing with one another. In other words, this was awarded so that the net value of both awards was equal.

The County reached negotiated settlements with the DSPBA and SCCOA for the 2006 and 2007 contract term. Notably, the salary increases were identical.

Then in the 2008-2010 interest arbitration proceeding with the County, the DSPBA argued to Arbitrator Riegel that it should be moved to the police pattern. Its fallback position was that it should be placed above the SCCOA in the Sheriff's pattern. Arbitrator Riegel rejected both arguments. He found that the SCCOA and the DSPBA are the most comparable units and that there was no sub-pattern within the Sheriff's pattern.

When the Panel Chair considers the parties' negotiating history (i.e., consistently receiving the same salary increases) and the determinations of prior arbitration panels, it becomes abundantly clear that there is a very discrete Sheriff's pattern that is between the

police pattern and the AME pattern. It is also quite evident that there is no sub-pattern within the Sheriff's pattern.

The Panel Chair finds that the reasons promoted by the SCCOA for breaking the Sheriff's pattern are not substantial. Arbitrator Riegel found that the County's deputy sheriffs performed many of the same functions as police officers and they had been doing so for many years. Similarly, the County's correction officers have extremely dangerous jobs as has been the case for many years. The record does not support a deviation from the Sheriff's pattern. Rather, it supports a continuation of the principle that the primary areas of comparability are the bargaining unit patterns in the County.

Accordingly, the Panel Chair finds that pursuant to the statutory criteria, the primary areas of comparability are the bargaining unit patterns in the County. The Panel Chair also determines that the SCCOA is part of the Sheriff's pattern and that there is no sub-pattern within the Sheriff's pattern.

ABILITY TO PAY

SCCOA Position

The SCCOA stresses that the County has the ability to pay for an award that costs more than the amount awarded by Arbitrator Riegel in the recent DSPBA award. The SCCOA asserts that the evidence conclusively establishes that the County has the ability to pay for the Union's economic demands.

The SCCOA observes that the County leaders have the ability to make choices about how the County's money is to be spent. According to the SCCOA, the County has

demonstrated a lack of desire to pay for a reasonable award. However, it has the ability to pay for a reasonable award.

The SCCOA maintains that the burden on the County to prove inability to pay is high. It cites several examples where arbitration panels awarded monies to employees even though the municipalities were not flush with money because other factors mandated economic improvements for the affected employees.

The SCCOA notes that the parties stipulated that they would present the same ability to pay case that was presented before Arbitrator Riegel in the most recent interest arbitration between the County and the SCPBA. Of significant note is the fact that Arbitrator Riegel expressly determined that the County had the ability to pay for an award that included wage increases of 3.5% for 2008, 2009 and 2010. In the most recent DSPBA award, Arbitrator Riegel again reiterated the fact that the County had the ability to pay for salary increases to deputy sheriffs.

The SCCOA insists that its members are entitled to a larger increase than the one awarded to the DSPBA. In the alternative, the Panel must award a package that is at least equal to the DSPBA. The SCCOA opines that the County has failed to present any compelling evidence demonstrating that the County's economic position has deteriorated since those to awards were issued.

The SCCOA's ability to pay case was presented by Allen Brawer, an expert in the field of analyzing public sector CBAs. According to the SCCOA, Mr. Brawer's presentation should be accorded great weight because his testimony was logical and in line with generally accepted practices in his profession. If anything, the SCCOA asserts

that its presentation shows that the economy in Suffolk has improved since 2008. Among other things, it demonstrated that:

- The value of residential building permits has increased by 13% by 2010.
- There were increases in sales and property tax collections in the first quarter of 2011.
- There was an upward trend in the increase in private sector jobs in 2010.

The SCCOA maintains that the fundamental economic conditions of the County are strong. For these reasons, after analyzing the costs of the SCCOA's economic proposals, Mr. Brawer reasonably determined that the County has the ability to pay for the Union's economic proposals.

For all of the reasons stated above, the SCCOA urges the Panel to find that the County has the ability to pay for its economic proposals.

County Position

The County insists that the Panel cannot ignore the fact that the County is suffering from the effects of one of the greatest economic recessions in this country's history. It asserts that its ability to pay has been adversely affected by forces outside its control, such as frozen credit markets, low interest rates on investments and a shattered housing market. In the County's view, the Panel must be sensitive to its taxpayers because the proposals sought by the SCCOA are well beyond their ability to pay.

The County stresses that the evidence it presented shows that its revenues have decreased over the past several years. Sales tax revenues have been down or stagnant since 2006. The County has repeatedly reduced its estimated sales tax projections in the past several years only to see the revenue fall short of the projections. This has required

the County to transfer monies from other funds to meet its obligations. In the County's view, this cannot continue because the funds are nearly tapped out.

The County insists that its residents cannot afford any tax increases. It cites the fact that since 2000, there has been a 600% increase in property tax grievances and a 64% increase between 2007 and 2008 alone. The County points out that when residents are successful in their grievances, the County has no choice but to ask the other taxpayers to make up the difference. Unfortunately, residents are barely making ends meet. According to the County, tax delinquencies increased by over 16% from 2007 to November 2008 and the average monthly foreclosures increased by 32% from 2007 to 2008.

Even more worrisome to the County is the 2008 Standard & Poor/Case Shiller U.S. Nation Home Price Index, which showed a record decline of 16.6% in home prices during the third quarter of 2008 alone. Medicaid applications have increased by 16% over the past two years and unemployment was at a 10 year high of 7.3% as of 2009 with the County's rate of 7.4% in 2009 reaching its highest point in ten years.

The County stresses that it has taken several austerity measures to stay afloat. An Executive Order was issued requiring that 10% of available appropriations for non-mandated expenses be embargoed. It reduced police appropriations, canceled a police class and imposed a lag payroll, among other things. It also issued a resolution to layoff County employees. In an effort to avoid layoffs, each bargaining unit was asked to provide a pro-rata share of the County's \$30 million budget hole. Agreements were reached with bargaining units to avoid layoffs.

The County contends that there are real restrictions on its ability to increase its budget. It has faced severe budget shortfalls over the past few years and is experiencing

significant cash flow issues. In the County's view, the totality of the evidence led Arbitrator Riegel to credit the County's arguments about its poor economic conditions when determining the appropriate award. He concluded that the County has the ability to pay for a much smaller award than was demanded by the SCPBA, the lowest one ever awarded to a Long Island police officer unit in interest arbitration. That award was also partially funded through several concessions.

The County maintains that the SCCOA's evidence proved that the County does not have the ability to pay for the SCCOA's demands. It argues that all of the economic data and charts submitted by the SCCOA shows that the purported economic indicators such as inflation, building permits and payroll are not even close to returning to their pre-2008 levels.

The County avers that the SCCOA's attempt to argue that the modest improvements in the New York City economy positively affects the outlook in Suffolk is wholly misplaced. To the County, the very modest improvements in areas such as midtown office vacancy rates and airport traffic have no relevance to what is happening in Suffolk. The County contends that these barely consequential improvements do not change the County's dire financial condition, which includes being placed on a "negative credit watch" by Moody's in the spring of 2009 based upon weakened sales tax revenues and use of one-shot rather than recurring/actual savings to build its budgets.

The County argues that it remains in a precarious financial position. It insists that the SCCOA's proposals are excessive and do not remotely resemble a fair and reasonable award.

Panel Determination on the County's Ability to Pay

The Panel Chair has carefully considered the statutory criteria regarding ability to pay as provided through the positions of the parties from the testimony, exhibits and post-hearing briefs filed, forming the record in this matter.

The Panel Chair is cognizant that during the term of this Award, the national, ~~New York State and local economies were in an economic crisis unlike anything seen in~~ recent history. In the past few years, the County's revenues have dropped and unemployment has substantially increased. The housing market dipped significantly for the first time in years and numerous companies went out of business or struggled to stay afloat. Although there have been signs that the economy is starting to perk up, the fact remains that all of the economic indicators are mixed at best. New York and its municipalities were significantly affected by the problems caused by the past recession. The State and its municipalities are still struggling to recover from the past recession.

Suffolk has not been spared by the economic crisis. Its revenues have decreased or remained flat in a number of areas. New home building decreased by 65% since 2005. Unemployment increased from 6.1% in December 2008 to 7.3% in December 2009. Mortgage tax receipts have seen the most dramatic decline decreasing as they are approximately one third of what they were in 2007. Sales tax revenue decreases have added further stress to the County's budget. The County had projected budget shortfalls in 2010 which led it to impose cuts in various departments in order to stay afloat.

Previous interest arbitration awards during this time period have concluded that the County has a limited ability to pay for any award. The general economic climate has not substantially improved to the point where the Panel Chair concludes that the County

has the ability to pay for the SCCOA proposals. There have been no significant improvements in the economy to suggest that the County's financial problems have dissipated.

Simply stated, the combination of decreased revenue coupled with increased requests for County services has led to a continued strain on the County's budget. The data in the record supports the assertion that sales tax revenues have decreased, mortgage tax receipts have decreased, housing prices have decreased, and interest earnings have decreased. At the same time, pressure on other areas impacting the budget has increased. Foreclosures have increased. This results in property tax delinquencies which impacts property tax revenue. Unemployment has increased and applications for residents seeking assistance have increased. Thus, at a time when the County has had shrinking revenue, it has been forced to provide increased services to people adversely affected by the economic downturn. The totality of the evidence shows that the County does not have the ability to pay for the SCCOA proposals.

On the other hand, the Panel Chair is confident that the County's prior fiscal management will allow it to maintain a fiscally solvent position despite the difficult economy. On balance, the Panel Chair is persuaded that the County has the ability to pay for smaller increases in salaries and benefits, particularly in the context of some of the concessions awarded in this matter. Consequently, the Panel Chair finds that the County has the ability to pay for the wage increases provided in this Award (which are significantly less than those proposed by the SCCOA) and that the wage increases awarded herein constitute a fair and reasonable Award.

THE INTERESTS AND WELFARE OF THE PUBLIC

SCCOA Position

In the SCCOA's view, this consideration encompasses the fact that the County's taxpayers benefit from having a professional, well trained corrections department. In the SCCOA's estimation, this can only happen when its members' wages and benefits are sufficient so that the County can attract and retain quality correction officers. The Union opines that the Panel must issue an Award that allows its members to remain competitive with its universe of comparables so as to assure that its officers will be fairly compensated for the health risks and dangers they face every single day on the job.

County Position

The County stresses that the Panel is obligated to consider the fact that this Award will directly affect the citizens and taxpayers of the County and the economic future of the County for years to come. It must also consider the fact that citizens in the County are struggling with increased unemployment, increased tax burdens and declining values of their homes. These considerations, along with the fact that the economic forecast is not bright, mandate that the Panel exercise its power with great care and caution while fashioning its Award.

Panel Determination on Interests and Welfare of the Public and Financial Ability of the Public Employer to Pay

The Panel has carefully considered the statutory criteria regarding the interests and the welfare of the public and financial ability of the Public Employer to pay, as provided through the positions of the parties from the testimony, exhibits and post-hearing briefs forming the record in this matter. In looking at this specific issue, the Panel Chair finds that the SCCOA's argument that the public benefits by having a

competitively compensated staff of corrections officers must be given credence. It influences the Panel Chair's determination on the issue of the overall wage adjustment. The Panel Chair's Award in the area of salary is premised on the recognition that it is prudent for the County and beneficial to the public for its corrections officers to be competitively compensated.

At the same time, the Panel Chair rejects the Union's demand for a number of increases to other wage and benefit related proposals. The Panel Chair rejects these because he is concerned about the long term costs of these proposals. The Panel Chair finds that this Award represents a reasonable balance between the interests and welfare of the public with the other statutory criteria that must be considered.

COMPARISON OF PECULIARITIES OF THE CORRECTIONS PROFESSION

The Panel has also carefully considered the statutory criteria regarding the comparison of the corrections profession with other trades or professions, including specifically: (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; and (5) job training and skills.

The parties do not dispute the fact that appropriate weight must be given to the especially hazardous nature of corrections work and the unique training, skills and pressures that corrections professionals face each day. The SCCOA presented compelling evidence regarding the hazards that corrections officers face on a daily basis. Working as a corrections officer is and will continue to be a dangerous job. The Panel finds that the peculiarities of the profession mandate a direct comparison with law enforcement professionals and corrections professionals due to the unique hazards of the work.

BASE WAGES

SCCOA Position

The SCCOA is seeking a 4% salary increase in each year to the existing salary schedule. It maintains that its proposal should be awarded for a number of reasons. According to the SCCOA, its proposal should be awarded in order to bring its salaries closer to the salary levels enjoyed by other police units in the County.

The SCCOA asserts that even if the 4% raises are granted and would represent a greater percentage increase than that awarded to the SCPBA, its salaries will still lag behind. In the SCCOA's estimation, it is critically important that it gain some ground vis-à-vis police salaries because it has proven that its working conditions are far more similar to police than they are to deputy sheriffs. Its connection with police is also evident from the New York State Legislature's decision to provide it with a right to interest arbitration that is almost identical to the rights provided to police officers.

The SCCOA observes that in previous arbitrations both Arbitrator Townley and Arbitrator Riegel have recognized that the interest arbitration statutes for the DSPBA and the SCCOA are quite different. Indeed, the SCCOA stresses that the differences between the interest arbitration statute for the DSPBA and police units was one of the reasons why Arbitrator Riegel did not award the DSPBA a wage increase similar to the SCPBA. In the end analysis, since the SCCOA has interest arbitration rights that are analogous to the rights provided to SCPBA members, the only logical conclusion is to award the SCCOA with a 4% salary increase so that it can make up some ground financially relative to police officers. In the alternative, the SCCOA maintains that it should receive a salary

increase that comports with the SCPBA pattern and is greater than the amount received by the DSPBA.

The SCCOA stresses that the threshold issue for this Panel is to determine what the pattern is in this round of negotiations and how that pattern is to be applied based on the facts in the record.

The SCCOA concedes that there is some sort of historical relationship between the SCCOA and DSPBA as it relates to collective bargaining in the County. To the SCCOA, the Panel should conclude that the SCCOA should receive more than the DSPBA. It bases this assertion on its contention that from 1997 to 2007, the average yearly wage increases for the DSPBA was 2.48% while the average yearly wage increase for the SCCOA was 3.07%.

The SCCOA stresses that the principle of pattern bargaining has gained strength in Suffolk. The SCCOA maintains that the Panel should craft an award that is pattern conforming and not lock step with the DSPBA Award. This way the Panel can balance the unique issues applicable to SCCOA members and craft an award that addresses the unique circumstances that require the Panel to deviate from the precise terms of the DSPBA award.

The SCCOA stresses that the need for pattern conformity with some deviation from the DSPBA award goes beyond retention and recruitment issues. The SCCOA asserts that the uniqueness of the job of correction officers compared to deputy sheriffs, the psychological impact the job has on correction officers and the physical dangers they face all necessitate deviation from the DSPBA pattern. In addition, the cost of benefits and concessions must recognize differences in demographics or applicability to a unit.

The SCCOA insists that the value the DSPBA award placed on certain concessions must be modified so that it comports with the unique circumstances of how the concessions will be applicable to this unit. For example, whereas the DSPBA panel awarded a reduction in starting salaries for new hires and applied a credit of 0.5% in concessions for this change, the SCCOA contends that it should receive a much greater credit than the DSPBA. It makes this assertion because the County historically hires approximately five times the number of correction officers than deputy sheriffs. Hence, a reduced salary schedule for new hires will yield greater savings for this unit than the deputy sheriffs. In the end analysis, the SCCOA argues that the first and more just choice is to award the SCCOA the value of the SCPBA award. In the alternative, the Panel should award the value of the DSPBA award with some adjustments made to comport with the principle of pattern conformity.

County Position

The County maintains that the Panel should reject the SCCOA's argument that it is entitled to a wage and benefit package that is equivalent to the SCPBA's package. In the County's view, there is a long and unequivocal bargaining history that shows that the police pattern units complete interest arbitration first and receive higher wage and benefit packages than the other units. The County stresses that history shows that once the police ceiling is set, either the DSPBA panel or the SCCOA panel, depending on who proceeds to interest arbitration first, awards a lesser wage and benefit package with comparable concessions.

In the County's estimation, the most important component of the SCPBA award is the \$4,805,500 in concessions contained in the award. The County notes that these

concessions included a reduced starting salary (valued at 0.5%), prospective savings from the reduced starting salary (valued at 0.5%), longevity deferrals (valued at 0.83%) modifications of benefits for employees on General Municipal Law Section 207-c status (valued at 0.5%) and the implementation of a sick leave management program (valued at 0.5%). This reduced the blended annual cost of the SCPBA expressed in terms of a wage increase to 2.67% annually.

The County contends that the Panel should award smaller increases than those awarded in the police pattern because bargaining units outside of the police pattern have historically received smaller increases. The County stresses that this is precisely what happened in the current round of interest arbitration. Whereas the overall value of the salary award for the police pattern was 10.9%, the DSPBA award was valued at 9.78%. The DSPBA panel also awarded approximately \$663,161 in concessions. These included concessions for reducing and reconfiguring the salary schedule (valued at 0.5%), prospective savings for the new salary schedule (valued at 0.5%), increasing the work year by one day (valued at 0.5%) and giving the Sheriff the authority to temporarily transfer employees (valued at 0.5%).

The County avers that the SCCOA should be required to make concessions that are similar to those awarded by the SCPBA and DSPBA panels. In the County's estimation, since the SCPBA panel awarded \$4,805,500 in concessions and the SCCOA is 44% the size of the SCPBA, the SCCOA should be required to generate 44% of the SCPBA's savings or \$2,114,000 over the three years of the award.

According to the County, there have been no compelling reasons presented to undo its historic negotiating patterns. More specifically, the County asserts that the

SCCOA failed to present any evidence supporting a finding that unravels the longstanding Sheriff's pattern. Thus, the Panel should focus on ascertaining the substance of the existing pattern and award a salary increase that is consistent with the salaries and concessions awarded to the DSPBA. For these reasons, the SCCOAs proposal for a 4% salary increase must be rejected as there is no reason for the SCCOA to be set apart, especially considering the longstanding County patterns and the County's financial status.

Panel Determination on Base Wages

The Panel Chair has carefully considered the statutory criteria balancing the reasonable economic needs of the County's correction officers, with the obligations of the County in the context of what is fair and reasonable in the changed economy.

The Panel Chair has also considered the County's history of pattern bargaining and its importance to the County's labor stability. There are very clear patterns that emerge when one examines the County's recent history of interest arbitration and negotiations with the various bargaining units. Historically, the police pattern receives the greatest increases and the AME received the smallest. The deputy sheriffs historically receive increases that are less than the police pattern and more than the AME pattern. There is nothing in the record that persuades the Panel Chair that these distinctions should be changed. For the purposes of labor stability, they shall remain the same.

In the 2008-2010 set of awards and negotiated settlements, the police pattern received increases of 3.5% for each of three years while the AME pattern received a 3.25% increase in 2008 followed by an increase for the Probation Officers Association of 3.0% in 2009 and 2010. With this in mind, Arbitrator Riegel awarded the DSPBA an

increase of 3.375% for 2008 followed by increases of 3.2% for 2009 and 2010. This is consistent with the parties' history of pattern bargaining in that it is less than the police pattern and greater than the AME pattern.

Since the SCCOA and DSPBA have historically been part of the Sheriff's pattern and the Panel Chair has ruled herein that there is no compelling reason to deviate from the historical pattern, it is quite clear to the Panel Chair that the appropriate salary increase for the SCCOA is 3.375% for 2008, followed by increases of 3.2% for 2009 and 2010. This is identical to the increase awarded to the DSPBA by Arbitrator Riegel during the years of 2008, 2009 and 2010.

Consistent with the well established 2008 pattern, the salary increases will be offset to a significant degree by concessions. The value of the concessions is based on the value of the concessions required in the police pattern.

When considering the analysis of the concessions, the parties have historically looked to the amount of concessions required of the SCPBA and then required the other units to generate like savings. In this case, since the SCCOA is 44% of the size of the SCPBA, the Panel Chair will require it to generate 44% of the concessions required in the SCPBA award.

The SCPBA's concessions were calculated at \$4,805,500. Thus, the Panel Chair finds that the SCCOA must generate approximately \$2,114,000 in concessions over the three years as this is 44% of the concessions required in the SCPBA award. When the \$2,114,000 is expressed as a budgetary percentage, it calculates into 3.72% in concessions. However, in order for this Award to be fully pattern conforming, the Panel Chair has imposed additional concessions on the SCCOA. These were required because

the Panel Chair was persuaded to grant two of the SCCOAs proposals that will cost the County some money in the future items and deviate from the pattern. Hence, since the SCCOA's economic enhancements on two proposals deviate from the pattern in a positive way for the SCCOA, they must be offset by additional concessions in order for the Award to be pattern conforming.

Consistent with the DSPBA award, the Panel Chair concludes that a deferral of some of the retroactive payments due to SCCOA members will generate critical savings to the County. The parties have agreed that each pay period deferred dating back to January 1, 2008 will generate approximately 0.13% in savings. Thus, the Panel Chair determines that it is appropriate for the deferral of back pay to be for twelve pay periods between January 1, 2008 and June 17, 2008. This will generate approximately 1.56% in total savings. In dollar terms, this is approximately \$885,624 in savings.

Some of the other calculations the Panel Chair relies on are consistent with the calculations utilized by arbitration panels in other awards covering the period of 2008-2010. For example, just as the SCPBA and DSPBA were credited with a 0.5% concession for the restructuring of the salary schedule such that steps on the schedule from the bottom to top are equidistant, the SCCOA will receive a 0.5% credit for this concession. In dollar terms, this is approximately \$283,854 in savings. This change is effective December 31, 2010 and is permanent unless/until a change is negotiated or awarded.

The Panel Chair notes that both the SCPBA and the DSPBA awards provided new salary schedules with lower starting salaries for new hires. Both units were credited with 0.5% in savings for the reduction of the starting salary. In this case, reduction of starting salaries for new hires is a very important issue that can generate significant long term

savings for the County. Hence, the Panel Chair determines that the salary schedule for new hires shall be reduced by \$10,000.

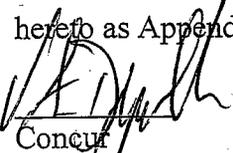
The Panel Chair's determination to reduce the starting salaries for new hires by \$10,000 has very positive consequences for the County's economic bottom line in the future. The evidence establishes that, based on a review of the County's hiring patterns in corrections compared to SCPBA or DSPBA members, the County hires more than double the amount of correction officers each year than deputy sheriffs or police. The number of newly hired correction officers is expected to markedly increase in the very near future due to the County's anticipated opening of a new correctional facility. Since the County will benefit in the future from this concession with the SCCOA in real dollar terms in a much greater way than it will benefit from similar concessions awarded by the SCPBA and DSPBA panels, the Panel Chair concludes that greater credit for future savings attributable to this change is warranted. In addition, it should be noted that the County initially proposed reducing starting salaries by \$5,000.00, which the parties were considering to be equivalent to a concession credit of 0.5%. Since the Panel Chair is awarding a reduction of \$10,000, it stands to reason that this concession is equivalent to 1%, i.e., twice the amount the original concession was intended to generate. Hence, the imposition of a reduction of \$10,000 in starting salaries for new hires will receive credit of 1%, or \$567,708.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON BASE WAGES

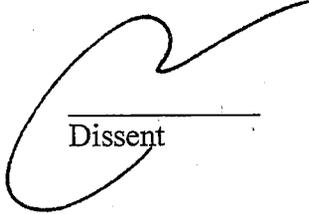
SECTION 5 - WAGES

Amend the 2007 salary schedule by increasing it 3.375% effective June 17, 2008; 3.2% effective January 1, 2009; and 3.2% effective January 1, 2010. Also, amend by reconfiguring the 2010 salary schedule for anyone hired on or after the date of this award by reducing the starting salary by \$10,000 and reconfiguring the schedule by providing equidistant steps. The reconfiguration is effective December 31, 2010. The reconfiguration is permanent and will not change unless/until a change is negotiated or awarded. It will change each year by computing the top and bottom steps and making the intermediate steps equidistant. A copy of the salary schedule for new hires is attached hereto as Appendix A.


Concur
Vito Dagnello

Dissent

Concur
Paul Margiotta



Dissent

LONGEVITY PAYMENTS

SCCOA Position

The SCCOA proposes increases to longevity in order for it to get closer to having parity with the bargaining units in the police pattern. It proposes to amend Section 5.1 of the CBA to increase the longevity payment after 5 years to \$1,000 and to increase longevity by \$200 at all steps for every year thereafter.

The SCCOA states that the purpose of its proposal is to bring its members one step closer to the police units, while still lagging behind. It argues that even if this proposal is accepted, it only brings the SCCOA to the PBA 1996 level.

The SCCOA also seeks to change the provision so that all County service be included for calculation of longevity payments. The SCCOA stresses that police and peace officers working for the State receive this benefit. It opines that this change is fair and warranted.

County Position

The County contends that the SCCOA's longevity proposal is excessive and unwarranted. It stresses that no other bargaining unit in the County has a contract that provides as generous a longevity benefit as is sought by the SCCOA. In terms of when longevity benefits begin to be paid, the County notes that, in contrast to the SCCOA's demand for payments to begin after five years of service, the police pattern units do not begin receiving longevity payments until they have completed six years of service.

The County observes that the police pattern units only received three \$25 increases to longevity benefits, which were effective on January 1 of each year of the award. Those increases were, however, deferred to the last day of the award to generate savings. Of significant note to the County is the fact that the DSPBA panel rejected the DSPBA's demand to restructure the longevity benefit, which is essentially what the SCCOA is proposing. Instead, the panel awarded to the DSPBA one \$75 increase. In contrast to the police pattern awards, this increase was not deferred, but was made effective on the last day of the award, thereby not generating any savings.

The County argues that this Panel should accord great weight to the DSPBA panel's rejection of the DSPBA's demand to increase longevity to \$300 for each year of service upon completion of five years. The County notes that the DSPBA panel noted that the DSPBA's demand presupposed its inclusion in the police pattern. In the County's

estimation, the DSPBA panel's rejection of that demand should be adhered to by this Panel.

The County maintains that the SCCOA demand would cost an additional \$3,748,100 if it was implemented retroactive to January 1, 2008. To the County, this is not only far too expensive, but is also non-pattern conforming.

Panel Determination on Longevity

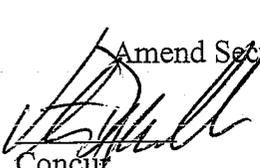
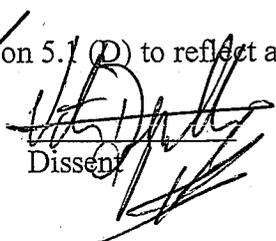
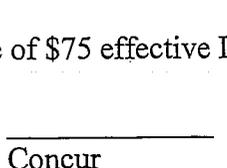
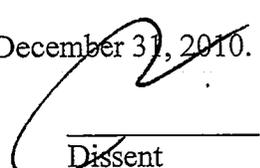
The Panel Chair determines that the SCCOA proposal must be rejected because it is premised on the idea that the SCCOA is part of the police pattern. The proposal also must be rejected because it is prohibitively expensive and it is not pattern-conforming.

The evidence establishes that from 2008 to 2010, the pattern for longevity increases has been \$75 for the life of the award. This is what was awarded to DSPBA members on the last day of the award. The Panel Chair sees no compelling reason to deviate from the award. It comports with the Sheriff's pattern and it will not cost the County anything during the term of the agreement. Thus, it increases the benefit in a financially prudent way.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following:

AWARD ON LONGEVITY

Amend Section 5.1 (D) to reflect an increase of \$75 effective December 31, 2010.

 Concur Vito Dagnello	 Dissent	 Concur Paul Margiotta	 Dissent
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INCREASED PAY FOR CORRECTION OFFICER INVESTIGATORS

SCCOA Position

The SCCOA proposes a 12% premium above the regular pay rate for all Correction Officer Investigators. The SCCOA contends that the purpose of this demand is to bring supervisory pay levels to a range that is more commensurate with their responsibilities. The SCCOA asserts that this proposal is warranted due to the increased challenges for employees in these titles. The SCCOA claims that many other law enforcement units provide enhanced compensation for investigators and that its investigators should be treated in a like manner.

County Position

The County avers that the SCCOA failed to offer any evidence justifying any increase in this area. It maintains that there was simply no evidence presented to support any increase that remotely resembles the SCCOA's proposal.

The County expresses concern about awarding this demand because it would create inequities among bargaining unit members and have the potential to disrupt the camaraderie that currently exists. The County also maintains that any claim by the SCCOA that this demand could generate savings must be summarily rejected as it has no basis in fact.

If anything, the County argues that the amount awarded to the DSPBA by Arbitrator Riegel is the only increase that should be considered by the Panel. The County notes that Arbitrator Riegel awarded a fourth step \$500 above the third step to the Deputy Sheriff Investigators salary schedule. Since this change was awarded effective December 31, 2010, it cost the County virtually nothing during the term of the 2008-2010 award and

it is consistent with the Sheriff's pattern. The County asserts that this is the only increase that should be entertained by the Panel.

Panel Determination on Increased Pay for Correction Officer Investigators

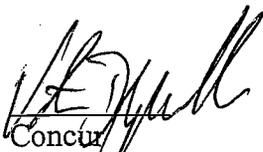
The evidence establishes that Arbitrator Riegel awarded the DSPBA a fourth step on the deputy sheriff investigator schedule that is \$500 more than their salary at Step 3. The Panel Chair finds that this is the appropriate amount to be awarded to Correction Officer Investigators in this unit.

First and foremost, this is the only appropriate amount for consideration because it comports with the Sheriff's pattern. It has a negligible impact on the County's economic bottom line while distinguishing the investigators in some way. In these challenging economic times, this is the appropriate amount to be awarded. Moreover, since the increase will be effective December 31, 2010, there will be no increase to the County and the taxpaying public during the term of the award.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

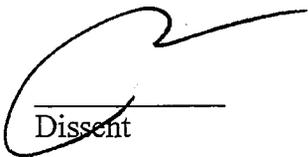
AWARD ON CORRECTION OFFICER INVESTIGATOR PAY

Amend the salary schedules of Correction Officer Investigators effective December 31, 2010, by creating a fourth step on the salary schedule that will be \$500 higher than the third step. Those eligible for this increase must have completed three years of service as a Correction Officer Investigator.


Concur
Vito Dagnello

_____ Dissent

_____ Concur
Paul Margiotta


_____ Dissent

MILEAGE REIMBURSEMENT

County Position

The County proposes that unit members only be reimbursed for their mileage in excess of that to which they would normally travel to go to their normal assignment. The County cites an example of unit members assigned to the Riverhead Jail who are sometimes called upon to work at Peconic Bay Hospital, which is 0.8 miles from Riverhead Jail. Under the current system, unit members receive reimbursement for the miles from their home to the Hospital rather than the distance from the jail to the Hospital. According to the County, this resulted in at least one unit members receiving more than \$4,000 in mileage reimbursement in one year.

The County insists that taxpayers should not be required to fork over their hard earned dollars for this type of benefit. It argues that it is inequitable and should be eliminated from the CBA.

SCCOA Position

The SCCOA contends that this proposal should be rejected. It submits that the provision was inserted into the CBA many years ago to ensure that officers arrived at their duty station in a timely manner rather to have to report to their duty station and then drive to their assignment. The SCCOA avers that the intent of the provision was to save overtime costs.

In the SCCOA's estimation, this is yet another attempt by the County to require givebacks and takeaways from its hard working officers. The SCCOA stresses that instead of offering rewards to its officers for a job well done and to recognize the sacrifices they are forced to endure, the County seeks to take money away from its officers. The SCCOA urges the Panel to reject the proposal.

Panel Determination on Mileage Reimbursement

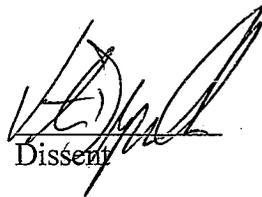
The Panel Chair finds that the County's proposal should be granted. It will generate approximately \$80,000 per year in savings to the County (calculated in percentage terms to be 0.14%) and the proposal is reasonable. Unit members should be reimbursed only for mileage that is beyond the mileage required for them to report to their duty station. Anything beyond that is excessive and unwarranted.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

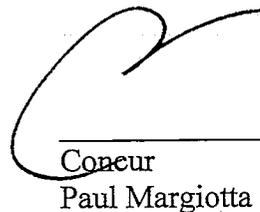
AWARD ON MILEAGE REIMBURSEMENT

Section 11(a) of the CBA shall be amended to provide that an employee may claim mileage only in excess of that which he/she normally travels between his or her home and the official duty station. This shall not apply to mileage incurred on official business after arriving at his or her official duty station and prior to leaving his or her official duty station for the day.

Concur
Vito Dagnello



Dissent



Concur
Paul Margiotta

Dissent

INCREMENT MOVEMENT FOR NEW HIRES

County Position

Currently, the CBA provides that after an employee has completed one year of service, he or she shall advance automatically to the next step on the salary schedule. After completing their second year of service, employees advance to the second step on the schedule. Then on January 1 following their second year of service, employees move to Step 3 of the salary schedule and advance a step on January 1st of each year thereafter until reaching the end of the salary schedule.

The County proposes that this provision be modified to reflect that new employees receive all step increases on their anniversary date instead of January 1st because an employee's actual anniversary date is always later than January 1st, unless the employee is actually hired on January 1st. Under the current CBA, an employee hired on June 20, 2011 would advance a step on the salary schedule on June 20, 2012 and June 20, 2013. Beginning on January 1, 2014, that employee would advance to the next step of the salary schedule and would continue advancing a step on January 1st each year until reaching the top of the salary schedule. Under the County's proposal, that same employee would always advance a step on his or her anniversary date. In other words, from the example above, instead of advancing to Step 3 on January 1, 2014, that same employee would not advance on the salary schedule until June 20, 2014, nearly six months later.

The County maintains that this proposal will save hundreds of thousands of dollars due to the past hiring patterns of correction officers and the anticipated hiring of correction officers to work in the new jail. It asserts that this is an important savings item

that can positively impact the County's bottom line in the very near future and for many years beyond.

SCCOA Position

The SCCOA maintains that there is no justification for this proposal. In the County's estimation, its newly hired officers will already have enough challenges considering the demands of the job and the reduced starting salary they will have to endure. It urges the Panel to reject the proposal.

Panel Determination on Increment Movement For New Hires

The Panel Chair finds that it is appropriate to grant the County's proposal. The County has a unique opportunity to capture significant savings from this proposal due to the anticipated hiring of dozens of new correction officers in the next several months. In these challenging economic times, every dollar spent needs to be considered. The additional waiting period for increment movement undoubtedly will generate new savings for the County down the road. The Panel Chair is convinced that this proposal is appropriate to award in the context of this award. The parties have mutually agreed that 0.82% in savings should be credited for the future savings this award will generate.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON INCREMENT MOVEMENT FOR NEW HIRES

Modify Section 5(E) of the CBA by changing the provision to reflect that an employee hired on or after the effective date of this Award will receive step increases on his/her anniversary date instead of January 1st.

Concur
Vito Dagnello


Dissent

Concur
Paul Margiotta

Dissent

ADMINISTRATIVE POOL TIME ADJUSTMENT

County Position

The County proposes to decrease the SCCOA's administrative leave bank from 140 days per year to 70 days per year. The County contends that the SCCOA's administrative leave bank is more than adequate given its size and when compared to some of the other County bargaining units.

The County contends that this proposal will save approximately \$90,000.00 per year, the equivalent of a 0.16% wage increase. The County stresses that the AME unit made a similar concession and that this is the appropriate time for the County's taxpayers to be relieved from some of the burdens of funding union activities.

SCCOA Position

The SCCOA emphasizes that these union leave days are essential for it to effectively operate. The SCCOA contends that the current amount of 140 days is grossly inadequate for it to complete all of its important business. It stresses that the PBA receives 800 administrative pool days per year, further demonstrating how vital the current allotment of 140 days is to the effectiveness of the Union. The SCCOA insists that this proposal should be rejected.

Panel Determination on Administrative Pool Time Adjustment

The Panel Chair determines a reduction of 40 days per year from the current allotment of 140 union leave days is warranted. The SCCOA will continue to have 100

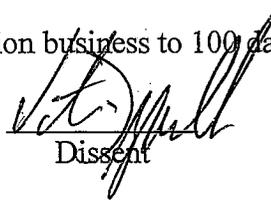
days for union activities. Any other days needed may be used from the union officers' individual leave allotments. This is an appropriate concession in the context of this award overall and will save the County approximately \$50,000.00 per year.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation and post-hearing briefs, forming the record in this matter the Panel makes the following:

AWARD ON ADMINISTRATIVE POOL TIME ADJUSTMENT

Amend the CBA effective December 31, 2010 to reduce the allotment of 140 days for conducting union business to 100 days.

Concur
Vito Dagnello


Dissent

Concur
Paul Margiotta

Dissent

REMOVING POSITION OF WARDEN FROM SCCOA BARGAINING UNIT

County Position

The County asserts that the position of Warden is part of the inner circle of the Sheriff's management team. It stresses that the position is held by a two-star officer who is comparable to the position of Chief Deputy Sheriff.

In the County's estimation, there is no logical reason for the Warden to be in the SCCOA unit, especially because he or she participates in important policy decisions and oversees the performance of SCCOA members. Hence, the County urges the Panel to grant its proposal to remove the Warden from the bargaining unit.

SCCOA Position

The SCCOA objects to this proposal. It asserts that the County should have a very high burden to remove this title from the unit due to the long established history of including this position in the unit.

The SCCOA maintains that the County failed to present any concrete evidence to support this proposal. It contends that the County merely stated that the Warden is part of the Sheriff's inner circle. However, the County's failure to explain what that means and the specific duties of Warden that conflict with having the position in the bargaining unit, mandate a rejection of the proposal.

Panel Determination on Removing Warden from the SCCOA unit

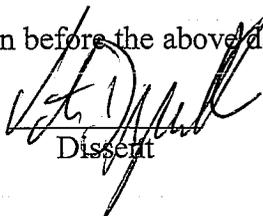
Based on the evidence presented, the Panel Chair is persuaded that the Warden is engaged in policy-making decisions along with the Sheriff and others in the Sheriff's inner management circle. It would be more effective in the future for the Sheriff to have the employee in this position be a full-fledged member of the Sheriff's management team and not be a SCCOA member.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON REMOVING WARDEN FROM THE SCCOA UNIT

Amend the CBA so that effective January 1, 2008, all individuals promoted to the rank of Warden will be in the management class of employees. Any individual holding the rank of Warden before the above date will continue representation under the SCCOA.

Concur
Vito Dagnello


Dissent

Concur
Paul Margiotta

Dissent

ELIGIBILITY FOR RECALL PAY

County Position

The County proposes that employees be ineligible for recall if they do not actually report to work. The County states that the purpose of this proposal is to address the same issue presented by a prior grievance where an employee with a flat tire on the way to work sought compensation for the shift for which she was recalled. Although the County prevailed in the case, it argues that it should not have to defend against this type of grievance in the future.

SCCOA Position

The SCCOA maintains that there have been no problems with this provision in the past. It asserts that the County must present more than one mere grievance to justify a change to a provision and benefit that is meaningful to its members.

Panel Determination on Eligibility for Recall Pay

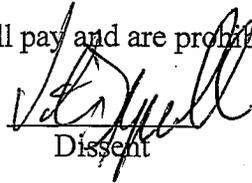
The Panel Chair is convinced that the County's proposal is logical and should be adopted. It stands to reason that if an employee does not report for his or her regular shift, that he or she should be ineligible for recall pay. In other words, the employee is either available to work on any given day or he or she is not available.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON ELIGIBILITY FOR RECALL PAY

Amend Section 6.4, effective December 31, 2010, to codify existing practice by adding the following before the last sentence: "Employees who do not report for work are ineligible for recall pay and are prohibited from grieving the denial of recall pay."

Concur
Vito Dagnello


Dissent

Concur
Paul Margiotta

Dissent

RETIRED/SEPARATED RECALL PAY

County Position

The County's current practice is that retired or separated employees who are called upon to assist or provide testimony regarding pending litigation are compensated only if the County requests their assistance. The County stresses that it does not and should not have to pay former unit members who are called by the SCCOA. The County proposes that this practice be codified in the CBA.

SCCOA Position

The SCCOA contends that this proposal should be rejected by the Panel. It argues that the proposal fails to consider the fact that former officers are frequently called by an individual party, another municipality such as the state or federal government, or the union. In the SCCOA's estimation, the present clause already limits its application to whether the recalled officer was involved in or investigated the incident. Hence, there is no compelling reason for any further changes.

Panel Determination on Retired/Separated Recall Pay

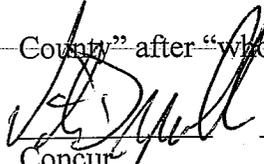
The Panel Chair finds that the County's proposal is warranted. It sets very clear limits on the County's liability in a way that is understandable and logical.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON RETIRED/SEPARATED PERSONNEL RECALL

Amend Section 12(d), effective December 31, 2010, by adding the phrase "by the

County" after "who is called."


Concur _____
Vito Dagnello

Dissent


Concur _____
Paul Margiotta

Dissent

REDUCING TIME PERIOD OF FULL PAY FOR WORKERS'

COMPENSATION

County Position

When an SCCOA member is granted workers' compensation leave but is not granted General Municipal Law 207-c benefits, the CBA provides the injured officer with 39 weeks of full pay. The County insists that this is an extraordinary benefit that needs to be eliminated. It contends that when an officer is eligible for workers' compensation that it should not be required to provide full pay to the officer. To the County, this is very expensive and it serves as a disincentive for officers to return to the job.

SCCOA Position

The SCCOA objects to this proposal. It stresses that its officers work in extremely dangerous and stressful environments. It maintains that its officers have a high incidence of work related injuries because their work is extremely dangerous. In the SCCOA's

view, this proposal is draconian and would penalize those officers who are innocently injured while trying to protect the public.

Panel Determination on Reducing the Time Period of Full Pay While an Officer is on Workers' Compensation Leave

The Panel Chair is convinced that this benefit needs to be moderated. The current provision in the CBA is an extraordinary benefit as it provides officers on workers' compensation leave but who are ineligible for GML 207-c benefits with nearly a full year of full pay without charging leave accruals. The Panel Chair agrees that this has the potential to serve as a disincentive for employees to return to the job as quickly as possible.

In addition, the County estimates that this concession will save the County more than \$72,000.00 per year. Thus, this concession is pattern conforming in that it will offset the cost of other proposals awarded herein to the SCCOA which are not contained in the DSPBA award.

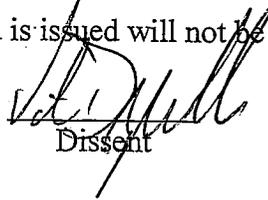
Accordingly and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON REDUCING THE TIME PERIOD OF FULL PAY WHILE AN OFFICER IS ON WORKERS' COMPENSATION LEAVE

For all employees on or applying for workers' compensation benefits on or after the date on which this 2008-2010 Award is issued, amend Section 7.4 and Appendix B to provide for 12 weeks of benefits instead of 39 weeks. Employees currently receiving

workers' compensation benefits for more than 12 weeks as of the date on which the 2008-2010 Award is issued will not be required to repay benefits in excess of 12 weeks.

Concur
Vito Dagnello


Dissent

Concur
Paul Margiotta

Dissent

SUPERVISORY INDEX

SCCOA Position

The SCCOA stresses that it is a unique bargaining unit because it represents everyone from line officers to warden. The SCCOA maintains that there is unity amongst bargaining unit members. To the SCCOA, this not only benefits its members but it also provides for a safer and more efficiently run jail.

The SCCOA proposes to amend the CBA by providing supervisory indexing for all supervisory ranks so that the titles of Correction Officer IV, Deputy Warden and Warden are included in indexing of salaries.

The SCCOA proposes a three step salary scale within each rank. The differential would start at 12% and at Step 3 it would be 18% higher than the top step of the next junior rank.

The SCCOA argues that this proposal is important because it helps to avoid compression of salaries. It also contends that the proposal is warranted because the DSPBA received a similar change in the 2008-2010 Award of Arbitrator Riegel.

County Position

The County rejects the idea that there is a need for any further supervisory indexing. The County maintains that there is no merit to SCCOA's contention that the

proposal will bring supervisory pay to levels more commensurate with their responsibilities.

The County insists that this proposal should not be granted because it is not consistent with the applicable pattern. The County argues that in the DSPBA award, a fourth step (\$500 above the third step) was added to the Deputy Sheriff Investigators salary schedule. The County stresses that this change went into effect on the last day of the award and was far less than what the SCCOA is seeking. For these reasons, the County urges the Panel to reject this proposal.

Panel Determination on Supervisory Indexing

The Panel Chair is convinced that one aspect of the SCCOA's proposal is warranted. The CBA currently provides 16% supervisory indexing for certain supervisory titles. To the Panel Chair it is logical that all supervisory titles have supervisory indexing applied to them at the current 16% rate. To have some supervisory titles receiving this benefit and some not is detrimental to morale and unfair.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

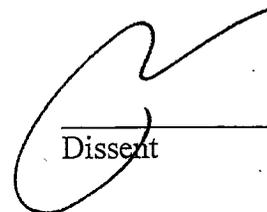
AWARD ON SUPERVISORY INDEXING

Effective upon the date on which this 2008-2010 Award is issued, amend the provisions and salary schedules in the CBA such that, effective December 31, 2010, the 16% index from the next lower rank shall include the titles of Correction Officer IV, Deputy Warden and Warden. The index is exclusive of the stipend in lieu of overtime.


Concur
Vito Dagnello

_____ Dissent

Concur
Paul Margiotta


_____ Dissent

FULL TIME RELEASE ADJUSTMENT

SCCOA Position

The SCCOA proposes that its executive board members receive the highest supplementary differentials/entitlements permitted by their rank. The SCCOA asserts that the work of the SCCOA not only benefits its members, but it benefits the County as well. The SCCOA maintains that positive labor relations increases productivity, reduces sick leave and is beneficial for all concerned. In the SCCOA's estimation, it is imperative that the SCCOA be able to attract high caliber people for their executive board positions. To do this, the County must make sure they are not giving up any of the benefits their fellow officers enjoy. Further, in the SCCOA's estimation, as a result of the reduction to the administrative leave bank, the executive board's workload will increase, thereby warranting additional compensation.

County Position

The County strenuously objects to this proposal. It contends that only those County units in the police pattern enjoy this benefit and that the County has been trying to remove this benefit for years. It argues that this benefit is nonexistent in the Sheriff's pattern. In the County's view, it should be rejected because it is not consistent with the Sheriff's pattern and it is fiscally irresponsible.

Panel Determination on Full Time Release Adjustment

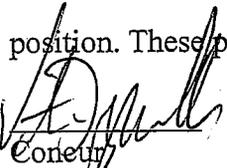
The Panel Chair determines that this proposal should be granted in the context of this overall Award. There are numerous changes in this award that will benefit the

County economically and allow the Sheriff to more efficiently run the department. This proposal is also beneficial to the parties for the reasons asserted by the SCCOA. It is with this in mind that the Panel Chair grants this proposal.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON FULL TIME RELEASE ADJUSTMENT

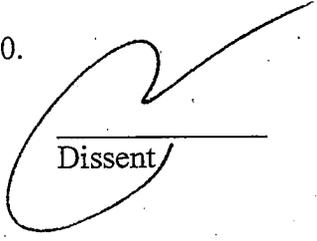
Amend the CBA to provide for the SCCOA President to receive a compensation adjustment of salary at the next highest indexed rank. All full time release representatives shall be entitled to receive the highest differential, step, allowance and stipend for their position. These provisions shall be effective December 31, 2010.



Concur
Vito Dagnello

Dissent

Concur
Paul Margiotta



Dissent

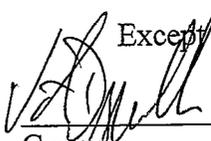
REMAINING ISSUES

The Panel has reviewed in great detail all of the demands of both parties, as well as the extensive and voluminous record in support of those demands. The fact that those demands have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the context of terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are resolved, and not all contentions are agreed with. The Panel, in reaching what it has determined to be fair result, has not made an Award on all of the demands submitted by each of the parties.

AWARD ON REMAINING ISSUES

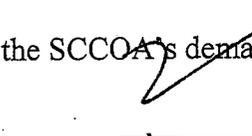
Except as set forth in this Award, the County's demands are hereby rejected.

Except as set forth in this Award, the SCCOA's demands are hereby rejected.



Concur
Vito Dagnello

Dissent



Concur
Paul Margiotta

Dissent

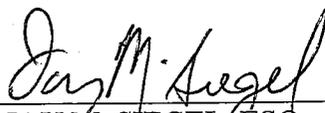
RETENTION OF JURISDICTION

The Panel Chair hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Award.

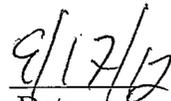
DURATION OF AWARD

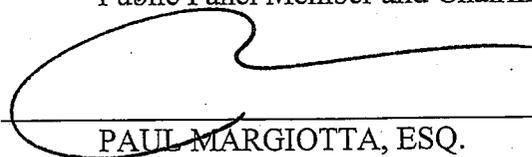
Pursuant to the agreement of the parties and the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law), this Award is for the period commencing January 1, 2008 through December 31, 2010.

Accordingly, the Panel, after consideration of the record evidence and after due consideration of the statutory criteria, executes this instrument which is our award.

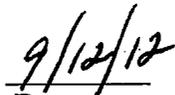


JAY M. SIEGEL, ESQ.
Public Panel Member and Chairman


Date

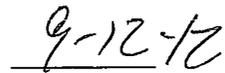


PAUL MARGIOTTA, ESQ.
Employer Panel Member


Date



VITO DAGNELLO
Employee Organization Panel Member


Date

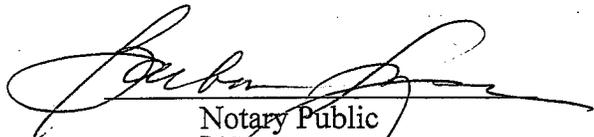
STATE OF NEW YORK)
COUNTY OF PUTNAM) ss.:

On this 17th day of September 2012 before me personally came and appeared Jay M. Siegel, Esq., to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.


KATHLEEN DUFFETT
Notary Public State of New York
No. 02DU6128192
Qualified in Putnam County
Commission Expires 06/06/20 14

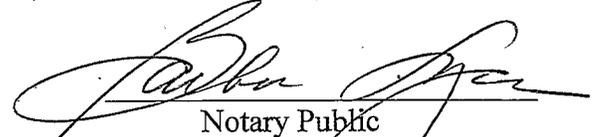
STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On this 10th day of September 2012 before me personally came and appeared Paul Margiotta, Esq. to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.


Notary Public
BARBARA LOGAN
NOTARY PUBLIC, State of New York
No. 01LO4633814
Qualified in Suffolk County
Commission Expires 8/31/14

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

On this 12 day of September 2012 before me personally came and appeared Vito Dagnello to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.


Notary Public
BARBARA LOGAN
NOTARY PUBLIC, State of New York
No. 01LO4633814
Qualified in Suffolk County
Commission Expires 8/31/14