

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Interest Arbitration between

THE COUNTY OF MONROE,
MONROE COUNTY SHERIFF,
Public Employer,

OPINION

AND

-and-

AWARD

MONROE COUNTY SHERIFF PBA, INC.,
Employee Organization.

PERB Case No. IA2004-018

BEFORE: Jeffrey M. Selchick, Esq.
Public Panel Member and Chairman

Peter J. Spinelli, Esq.
Public Employer Panel Member

Scott Walsh
Employee Organization Panel Member

APPEARANCES:

For County of Monroe:
Harris Beach PLLC
Karlee S. Bolanos, Esq., of Counsel

For Monroe County Sheriff PBA, Inc.:
Goldberg Segalla LLP
Patrick B. Naylor, Esq., of Counsel

BACKGROUND

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 a dispute between the County of Monroe (“County”) and the Monroe County Sheriff PBA, Inc. (“PBA”).

Monroe County is situated in northwestern New York State, northeast of Buffalo and northwest of Syracuse. It is comprised of 19 towns, 10 villages, and the City of Rochester, which is the third largest City in the State. According to the record evidence, the County has a combined population of approximately 750,000 residents and a land area of 663.21 square miles. The City of Rochester is located on the south shore of Lake Ontario, and the County and the City are thought of as part of the Finger Lake Region of New York State. Access to Monroe County can be gained via the New York State Thruway, the Erie Canal, the Greater Rochester International Airport, and Amtrak and Conrail.

Record evidence indicates that the median value of owner-occupied units in the County is \$98,700, with median monthly owner costs, including mortgage, of \$1,122. The median monthly gross rent is \$612. The average monthly family cost for an HMO is \$432.95.

The PBA is the certified bargaining agent for all Road Patrol Officers jointly employed by the County and Monroe County Sheriff, including the ranks of Sergeants and Investigators but excluding the ranks of Lieutenants and Captains. Approximately 237 sworn Road Patrol Deputy Sheriffs, Deputy Sheriff Investigators, and Deputy Sheriff Sergeants comprise the bargaining unit.

The last Collective Bargaining Agreement between the parties was for the period of January 1, 2000 through December 31, 2003. Negotiations by the parties for a successor Agreement proved unsuccessful. The parties thus reached impasse during negotiations. On April 23, 2004, the PBA filed a Declaration of Impasse and a Mediator was appointed by the New York State Public Employment Relations Board. Six mediation sessions were held between the parties, which also proved unsuccessful. Subsequently, on January 26, 2005, the Petition for compulsory interest arbitration was filed by the PBA. The PBA's petition submitted only wage issues to the Panel. The County's response to the petition stated that health insurance also was an issue to be submitted to the Panel. The PBA filed an Improper Practice Charge with PERB, which resulted in a Stipulated Agreement executed by the parties on June 10, 2005. As noted, the Panel herein was then designated by PERB.

Hearings were held before the Panel on October 18 and November 16, 2005, in the Town of Greece in the County. At the hearings, both parties were represented by counsel and by other representatives. The parties submitted numerous and extensive exhibits and documentation, including briefs, and both parties presented extensive arguments on their respective positions.

Thereafter, the Panel fully reviewed all data, evidence, argument and issues submitted by both parties. It is noted that on October 18, and November 16, 2005, the Panel also met in Executive Session. The Panel reached the unanimous agreement on an Interest Arbitration Award for the period January 1, 2004 through December 31, 2008. The parties' consent to a five (5) year award period is set forth in a November 28, 2005 letter to the Panel Chairman from the County's Director of Human Resources on behalf of the County and the County Executive and a November 29, 2005 letter to the Panel Chairman from the PBA President on behalf of the PBA.

A Summary of Award was then issued on December 12, 2005, which is attached hereto.

The positions originally taken by the parties are quite adequately specified in the petition and the response, the numerous hearing exhibits, and in the post-hearing briefs, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purpose 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 issues submitted by the parties for the period January 1, 2004 through December 31, 2008.

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

a) comparison of the wages, hours and conditions of employment of the employee 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 interest and welfare of the public and the financial ability of the public employer to pay;

c) comparison of peculiarities in regard to other trades or professions, including specifically, 1) hazards of employment; 2) physical qualifications; 3) educational qualifications; 4) mental qualifications; 5) job training and skills;

d) the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly assess and determine the issues before it, 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 and with other employees generally in public and private employment in comparable communities.”

The County has urged a comparison with Road Patrol Deputies in Erie and Onondaga Counties. The County maintains that other Sheriff’s Departments in other counties should form the basis of comparison because *inter alia*, County budgets are different from city, town, and village budgets. The responsibilities of the counties, particularly in the cost of providing medical and social services to residents, cannot be compared on an equal playing field with those of cities, towns and villages.

The PBA contends that the Monroe County Deputy Sheriffs should be compared on a primary basis with other towns and villages in Monroe County that have police forces as well as the City of Rochester. In the PBA’s estimation, the counties of Erie and Onondaga are not appropriate objects of comparison because they operate “County Sheriff’s Departments,” and for the further reason, that, if said counties are included, there would be a need to utilize other counties. The PBA also argues that its members must reside in Monroe County, which adds to the justification of its proposed comparables.

Panel Determination

The Panel has considered the parties' positions regarding comparability. It is noted that their proffered universes of comparability extend to local law enforcement agencies in Monroe County and other Sheriff's Departments in nearby counties. Initially, it is important to recognize that this Panel has not engaged in a review of job descriptions and duties regarding the comparables offered by the parties, and cannot state categorically the similarities that may or may not exist between the proffered comparables.

However, when comparing other departments generally, the record and the parties' positions support the conclusion that both local law enforcement agencies and other County Sheriff's Departments may be viewed as legitimate sources of comparability. In recognizing the state of the instant record, the Panel notes that there is no specific comparable which has been utilized in resolving the instant dispute. In the instant case, and upon the record developed and presented herein, the Panel has viewed all such other agencies, both in and outside of Monroe County, as parts of a larger mosaic in terms of appropriate comparables. The Panel has in effect accepted the premise that in the instant proceeding and upon the record herein, there is no single agency or department that can be considered universally comparable for all purposes. Therefore, the Panel has utilized all such information to reach the conclusions contained herein regarding the wages and benefits to be provided to Monroe County Road Patrol Deputies.

WAGES AND ABILITY TO PAY

PBA Position

The PBA seeks a wage increase of 4% in 2004, 2% retroactivity, and 4% in 2005 and 2006, with a 3.5% increase in 2007, and a 3% increase in 2008. The PBA argues that its position is supported by the comparison of the police departments in the County of Monroe. According to the PBA, the County has not raised its inability to pay in its response to the petition and, in fact, the County's submissions to the Panel reflect the County's acknowledgment of its ability to pay the proposals submitted by the PBA. The PBA contends that retroactivity must be a component of the Award or otherwise the County would be rewarded for not commencing negotiations until the parties' Agreement had expired, when it proposed no wage increases. Setting forth its position on wages and ability to pay, the PBA acknowledges that changes in the health insurance coverage are "inevitable", which, the PBA asserts, must be taken into account when the Panel awards wages.

County Position

The County contends it faces a "looming fiscal crisis." It claims that the record establishes that for the past two years it has been able to balance its budget only because of "one-shot" funds. A multi-year forecast, the County claims, shows a cumulative budget gap of 102.3 million dollars for 2007 and 2008, during which years the projected cost increases far exceed available revenues. The County also takes note of the expenses it faces because

of social services spending mandated by the state and federal governments. It focuses on medicaid and notes that in 2006 it anticipates spending 161.7 million dollars on medicaid. Its sales tax revenue, according to the County, will not be sufficient to support the increased costs. In this regard, the County notes its statutory obligation to share sales tax receipts with other local municipalities.

The County also argues that the PBA did not establish its assertion that its members' wages were "far behind" the other police departments in the County. The County claims that the record establishes, instead, that Road Patrol Deputies in Monroe County are paid far more than similarly situated deputies in Erie and Onondaga Counties. In addition, the County asserts, when the PBA's wages are compared to the City of Rochester and the local town and village wages, the wages paid to the Monroe County Road Patrol Deputies are in excess of wages received by the City of Rochester police officers. Finally, the County asserts that if its wage proposals, which are tied into either an Award that would use Value as base health insurance plan or Select as the base health insurance plan, would find the Road Patrol Deputies being paid only slightly less than the median salary of area Town and Village officers.

It is noted that the County's wage proposal tied into Value is: 2004 (2% plus \$500 with effective date of 1/1/06); 2005 (2% plus \$500 with effective date of 1/1/06); 2006 (2% with effective date of 1/1/06); 2007 (3% with effective date of 1/1/07); 2008 (3% with effective date of 1/1/08). The County's wage proposal tied into Select differs in that the

January 1, 2006 increase would be 4%, not 6%, and wage increases are deferred until July for each year thereafter.

Panel Determination

In the current Agreement, deputies received a 4% wage increase effective January 1, 2001, a 3.2% increase on January 1, 2002, save for salary steps X and A, and a 3.2% increase in January 1, 2003, save again for salary steps X and A. The record also indicates that deputies received step increases on the salary schedule based on their length of service. Further, other salary adjustments were provided of an upward nature in the current Agreement, including shift premium pay, roll-call briefing pay, education incentive pay, and K-9 Handler incentive pay.

Regarding the comparables, a comparison of the 2003 PBA salaries with Erie County (2000 wages), Onondaga County (2004 wages), the County town and village departments (2005 wages), and the City of Rochester police wages (based on salary schedule effective July 1, 2004) reveals that at the entry level, the four year level, and the top step of the salary schedule, PBA members were compensated in a greater amount than their counterparts in Onondaga and Erie Counties; approximately the same as City of Rochester police (though PBA members had a greater entry salary), and less than their fellow officers in County town and village departments. Wages of course are not the only form of benefits, and the PBA acknowledges the general superiority of the health care plan its members possess under the

parties' 2000 to 2003 Agreement. Nevertheless, the compared data on wages would suggest some increase in wages, particularly if the County will be afforded relief, as it is in this Award, in addressing health insurance costs.

The County's ability to pay is somewhat constrained, the record shows, especially in light of the vexing fiscal problems experienced by county governments throughout the State due to mandated social services spending. Medicaid heads the list of mandated payments, and, in 2006, the County is expected to spend 161.7 million dollars on medicaid. Also cramping the County's ability to pay is the fact that the County's current labor agreements with its workforce have required the County to pay nearly 100% of the cost of health insurance for these employees and the County therefore has absorbed nearly 100% of increases in the costs of health insurance. The County, however, does not take the position that it is unable to address a reasonable increase in wages. Given the Panel's health insurance award that will provide the County some relief in stemming the tide of rising health insurance costs, the Panel finds that increases in salary, as set forth below, are reasonable and in conformity with the statutory criteria.

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

AWARD ON SALARY INCREASES**Wages**

Salary schedules increase as follows:

Year	Percentage	Effective Date
2004*	2% + \$500	1/1/06
2005*	2% + \$500	1/1/06
2006*	2%	1/1/06
2007	3%	1/1/07
2008	3%	1/1/08

* Salary schedules to increase 6% effective 1/1/06; bargaining unit members will receive a lump sum bonus of \$1000 for service during 2004 and 2005 (pro-rated for bargaining unit members who worked less than the full period.)

HEALTH INSURANCEPBA Position

As noted earlier, the PBA acknowledges that a change in health insurance is “inevitable.” One primary objection raised by the PBA, which the Panel believes is overcome by the Award on salary, is that is unfair to expect PBA members to become part of the solution regarding rising health insurance costs while wages remain stagnant. Thus, the PBA takes the essential position that any change in health insurance needs to be part and parcel of a substantial increase in salary.

Focusing on costs to the County for Blue Million, Blue Point II Select, and Value, the PBA maintains that a considerable difference exists concerning costs. Further, the PBA

maintains that the record establishes that its members' use of the Blue Million Plan is minimal. In addition, the PBA asserts that, while there are similarities between the Value and Blue Point II Select plans, a difference exists between the Blue Point Plan and the Blue Million Plan. This allows the PBA to contend that the members currently using Blue Million should be allowed to continue in that Plan.

Moreover, the PBA states that no financial detriment would occur to the County in the events Plans are changed if members are allowed the right to "buy up to another plan." The PBA therefore requests that any Award changing Plans allow for this right. The PBA also seeks an Award that would not require retirees to contribute to health insurance, which the PBA asserts would be consistent with the comparables.

County's Position

As noted above in the wage proposals, the County proposed two different health insurance plans tied in with this wage proposal. One such proposal utilizes Blue Point 2 Value as the primary form of insurance. Under this proposal, the County notes that enrollment in Blue Cross - Blue Shield Traditional is limited after December 31, 2005, and requires, for employees who continue in the Plan, an obligation to pay 15% of the premium until retirement when the insurance would be available without any contribution. For employees hired before January 1, 2006, the County observes that its proposal is that said employees be given Blue Point 2 Value with a 0% contribution in 2006, a \$5 per pay period

contribution in 2007 and a \$15 per pay period contribution in 2008. Employees in this category, however, could elect Blue Point 2 Select or Blue Point 2 Extended Plan with any cost to be paid by the employee to the extent it exceeds the County's contribution to the cost of Blue Point 2 Value. In addition, the proposal calls for a \$2000 stipend for employees opting out of health insurance coverage with proof of adequate coverage and, effective January 1, 2005, a County contribution to the health reimbursement account of \$100 single and \$200 family type plan. The County notes for employees hired on or after January 1, 2006 its proposal provides that they would receive Blue Point 2 Value with a \$10 per pay period contribution in 2006, a \$20 per pay period contribution in 2007, and a \$30 per pay period contribution in 2008. As to retirees, the County observes that its proposals, for full time employees in the bargaining unit before January 1, 2006, with ten years of continuous service at the time of retirement or five years of continuous service for employees eligible for "normal retirement" before January 1, 2011, if living inside the managed care plan of the Rochester geographical coverage area, provides the Blue Point 2 Value with 100% cost paid by the County. Retirees outside the Rochester managed care plan, the County observes, would be entitled to a County contribution to the out-of-area Carrier in a dollar amount equal to that available to the retiree under the Blue Point 2 Value. For employees entering the bargaining unit on or after January 1, 2006, the County notes that they would receive, with ten years of continuous service at the time of retirement, the Blue Point 2 Value plan if living inside the Rochester managed care plan geographical coverage area at the same contribution

rates applicable to active employees in this category and if outside Rochester would be entitled to a dollar amount equal to that amount available to active employees hired on or after January 1, 2006. Finally, the County's proposal provides that a employee submitting an irrevocable notice of retirement within 45 days of the date of the Award, and who actually retires within 60 days after providing the notice, would be entitled to receive the retiree health insurance available under the 2000-03 Contract.

The second proposal by the County utilizes Blue Point 2 Select. The Select proposal, it can be noted, presents significant differences from the Value proposal. Under the Select proposal, the "opt out" provision is \$1500 as opposed to the \$2000 "opt out" provision in the Value Plan. The Select proposal offers different Plans at retirement contingent upon the date of hire. It would appear that members hired after January 1, 1996 would revert to the Value Plan upon retirement and, members hired before that date, would receive Select at retirement. The retirement benefits under the Select proposal are thus tiered. It also appears that a difference between the Value and Select proposals is that the Select proposal, when closely examined, requires a member to have more than 26 visits to a physician to break even on the contributions called for under the Plan. The PBA clearly was of the opinion, and the Neutral notes the opinion is consistent with the health insurance proposals, that the Select Plan may not be the most effective way for members to absorb increases in co-pays, since under the Value Plan, the increases remain in the member's control. Finally, under the Select proposal, wage increases, as noted above, would be deferred to July, 2006 and each July thereafter.

The Panel also notes that the County has a third proposal which includes the availability of Blue Point “Extended” coverage that has a wage increase similar to the Select proposal and also contains co-pays of \$80 to \$90 per pay period.

The County maintains that it is critical for it to achieve containment of health insurance costs, particularly in view of the fact that it is experienced double digit increases in health insurance premiums during the past several years. The County notes that, because PBA members pay only a flat dollar contribution toward the premium each month, they have been protected from the rising costs for a number of years and the County has therefore had to absorb the increases. According to the County, without its insurance proposal being accepted, it is not in a position to address wage increases.

In addition, the County claims that its health insurance proposal must be considered equitable. In this regard, the County also claims that the record evidence establishes that local police departments have changed to less expensive managed care plans or have increased individual contributions to the cost of health insurance or both. The County claims that the insurance offered under its proposal is comparable to the insurance received by officers in the surrounding municipalities. Its proposal will also permit employees to enroll in any of the managed care plans, the County observes, but would require the employees to pay the difference between the plan selected and the base plan, which would cause PBA members to become more prudent consumers of health insurance.

Panel Determination

Under Article 22 of the parties' Agreement, the current health insurance is stated in Section 22.1.1, as follows:

Members shall be provided the Blue Cross/Blue Shield plan of the Rochester Hospital Service Corporation including Blue Million Preferred Coverage, the Full Hospital Out-Patient Rider, the three dollar generic/six dollar non-generic co-pay prescription drug rider and the federally mandated Maternity Rider. Employees who elect the Blue Cross/Blue Shield plan shall be responsible for paying \$20.00 per month for a single plan or \$40 per month for a family plan. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month. Alternative health care plans (HMOs) will be made available to employees, and may be substituted for Blue Cross/Blue Shield at the option of the employee. Employees who elect an HMO shall be responsible for paying \$10 per month. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month.

For retirees, the health insurance provided is set forth in Section 22.2.3, as follows:

Retirees of the County shall receive fully paid Blue Cross/Blue Shield protection and dental insurance which is in effect at the time of retirement under the following provisions:

- A. Five (5) years of continuous full-time service immediately preceding date of retirement.
- B. Drawing a pension from the New York State Retirement System, or
- C. Drawing a pension under Social Security.

The County has demonstrated, and to some extent the Union has agreed, that there is a genuine need for the County to achieve cost containment in the area of health insurance. The PBA's main objection to the proposal was predicated on its concern about wages, which

the Panel finds it has addressed. In the Panel's estimation, the increase in salary, coupled with the justification for the County's health insurance proposal, mandate that the Panel accept the County's proposal that utilizes Blue Point 2 Value. As noted above, the Value Plan would also appear to be of greater benefit to members of the bargaining unit than the Select Plan would be.

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 HEALTH INSURANCE

Health Insurance (for employees hired before 1/1/06) Effective 1/1/06

- Blue Point 2 Value with 0% contribution in 2006, a \$5 per pay period contribution in 2007, and a \$15 per pay period contribution in 2008.
- Employees may elect Blue Point 2 Select or Blue Point 2 Extended Plan with any cost above the County's contribution to the cost of Blue Point 2 Value paid by the bargaining unit member.
- For employees hired before January 1, 2006, effective January 1, 2006, an annual "buy out" shall be available for those covered employees eligible for health insurance. Upon satisfactory evidence that the employee is covered under a non-County health insurance plan, that employee will receive a stipend of \$2000 for each calendar year that the employee withdraws from or declines coverage under 22.1.1 above. The stipend shall be prorated on a monthly basis if the employee commences participation in the "buy out" program during the calendar year. "Buy out" payments shall not be considered a part of base salary for any purposes. Any participant in the "buy out" program who wishes to obtain or resume coverage under a County plan may do so during any

open enrollment period, or when otherwise eligible as a result of a qualifying event under health insurance rules and regulations. Employees who return to coverage under a County plan during the calendar year, after having received the annual stipend, shall be required to refund that portion of the stipend that represents the portion of the calendar year that the employee will be covered under a County plan.

- No new enrollment in Blue Cross/Blue Shield Traditional Plan after 12/31/05. Employee must be in the plan on or before this date.
- Current Blue Cross/Blue Shield Traditional Plan participants may continue in that plan but will pay 15% of the premium and may keep in retirement for 0% contribution.
- Effective 1/1/07, annual County contribution to Health Reimbursement Account (HRA) of \$100 single/\$200 family type plan.

Health Insurance (for employees hired on or after 1/1/06) Effective 1/1/06

- Blue Point 2 Value with a \$10 per pay period contribution in 2006; \$20 per pay period contribution in 2007; and a \$30 per pay period contribution in 2008.

Health Insurance- Retirees (applicable to full time employees in the bargaining unit before 1/1/06 who have met the existing service time requirements to qualify for retiree health insurance coverage who have at least ten (10) years of continuous service at the time of retirement. Any current employee eligible for normal retirement prior to 1/1/2011 may still have retiree health insurance if he has five (5) years of continuous service prior to retirement.)

- Retirees living inside the Rochester managed care plan geographical coverage area will be entitled to Blue Point 2 Value - 100% County paid.
- Retirees who move outside the Rochester managed care plan geographical coverage area will be entitled to a County contribution to an out-of-area health insurance carrier up to the dollar amount available to the retiree under Blue Point 2 Value.

Health Insurance- Retirees (applicable to employees who become bargaining unit members on or after 1/1/06 who have met the existing service time requirements to qualify for retiree health insurance coverage and have at least ten (10) years of continuous service at the time of retirement.)

- Retirees living inside the Rochester managed care plan geographical coverage area will be entitled to Blue Point 2 Value at the same contribution rates applicable for active employees hired on or after 1/1/06.
- Retirees who move outside the Rochester managed care plan geographical coverage area will be entitled to County contribution to an out-of-area health insurance carrier up to the dollar amount available to active employees hired on or after 1/1/06.

Unit members who provide the County with an irrevocable notice of retirement within forty-five (45) days of the date of this Award, and who actually retire within sixty (60) days after providing this notice shall be entitled to receive the health insurance available under the 2000-03 labor agreement.

CONTRACT LANGUAGE

The following provisions amend the labor agreement between the County of Monroe and the Monroe County Sheriff PBA, Inc. which expired on December 31, 2003, and with these amendments, constitute a new labor agreement between the parties effective January 1, 2004 and expiring December 31, 2008.

1. The dates on the cover page shall be changed from "January 1, 2000 to December 31, 2003" to "January 1, 2004 to December 31, 2008."

2. ARTICLE 8 COMPENSATION, 8.1.8 - 8.1.11 shall be revised to read as follows:

8.1.8 - Effective in the first payroll period after January 1, 2006, bargaining unit members who are in the employ of the County on January 1, 2006 will receive a \$1000 lump sum payment for service during 2004 and 2005 (pro-rated for bargaining unit members who worked less than the full period) (less applicable taxes) in lieu of retroactive pay to January 1, 2004. Effective January 1, 2006, the 2003 salary schedule shall be increased by 6%.

8.1.9 - Effective January 1, 2007, the 2006 salary schedules shall be increased by 3%.

8.1.10 - Effective January 1, 2008, the 2007 salary schedules shall be increased by 3%.

8.1.11 – Eliminate and renumber 8.1.12 accordingly.

3. ARTICLE 22, HEALTH INSURANCE.

Except as provided below, the language of the expired agreement shall be continued.

22.1.1 – (A) For employees hired before January 1, 2006, effective January 1, 2006, the County's contribution for health insurance coverage shall be based upon the Blue Point 2 Value Plan with the County paying for the full cost (100%) of this coverage through December 31, 2006. Effective January 1, 2007, covered employees will contribute toward premium payments in an amount of \$5.00 per pay period. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month. Effective January 1, 2008, the covered employee contribution rate shall be increased to \$15.00 per pay period. An employee who desires coverage under Blue Point 2 Select or Blue Point 2 Extended may elect such coverage but will be required to pay the cost above the County's contribution to the cost of Blue Point 2 Value. Only employees enrolled in the Blue Cross/Blue Shield Traditional Plan as of December 31, 2005 may remain in that plan, there will be no enrollment in the

Blue Cross/Blue Shield Traditional Plan after December 31, 2005. Employees remaining enrolled in the Blue Cross/Blue Shield Traditional Plan must pay 15% of the cost of that plan and may retain this coverage in retirement for 0% contribution if they have met the service time requirements of Section 22.2.3. (B) For employees hired on or after January 1, 2006, effective January 1, 2006, the County's contribution for health insurance coverage shall be based upon the Blue Point 2 Value Plan. Effective January 1, 2006, employees will contribute toward premium payments in an amount of \$10.00 per pay period. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month. Effective January 1, 2007, employees will contribute toward premium payments in an amount of \$20.00 per pay period. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month. Effective January 1, 2008, the covered employee contribution rate shall be increased to \$30.00 per pay period. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month.

22.1.2 [Add the following to the existing language] – For employees hired before January 1, 2006, effective January 1, 2006, an annual "buy out" shall be available for those covered employees eligible for health insurance. Upon satisfactory evidence that the employee is covered under a non-County health insurance plan, that employee will receive a stipend of \$2000 for each calendar year that the employee withdraws from or declines coverage under 22.1.1 above. The stipend shall be prorated on a monthly basis if the employee commences participation in the "buy out" program during the calendar year. "Buy out" payments shall not be considered a part of base salary for any purposes. Any participant in the "buy out" program who wishes to obtain or resume coverage under a County plan may do so during any open enrollment period, or when otherwise eligible as the result of a qualifying event under health insurance rules and regulations. Employees who return to coverage under a County plan during the calendar year, after having received the annual stipend, shall be required to refund that portion of the stipend that represents the portion of the calendar year that the employee will be covered under a County plan.

22.1.4 - The dental insurance program provided for by Memorandum of Agreement between the parties shall continue to be available to employees who elect such coverage and who contribute \$0.66 per month per single contract and \$1.64 per month per family contract.

22.1.5 - [New] – For employees hired before January 1, 2006, beginning January 1, 2007, the County shall annually contribute to a Health Reimbursement Arrangement (HRA) account as provided in Section 105 (b) of the Internal Revenue Service Code, and any regulations thereunder promulgated now or hereafter, for those covered employees who receive health insurance through the County, in the following amounts: \$100 per year for those with single coverage; \$200 per year for those with

family, two-person and parent with children (family-type) coverage. The County will integrate this new 105 Plan with the existing flexible spending plan (Section 125 Plan).

22.2.3 – For full-time employees in the bargaining unit hired before January 1, 2006 who have met existing service time requirements to qualify for retiree health insurance coverage shall receive coverage under the Blue Point 2 Value plan, or any alternative coverage as permitted under 22.1.3, fully paid by the County when such individual lives within the Rochester managed care plan geographical coverage area. Retirees hired before January 1, 2006 and moving outside of the Rochester managed care plan geographical coverage area shall receive a County contribution to an out-of-area health insurance carrier up to the dollar amount available to the retiree under Blue Point 2 Value. For full-time employees in the bargaining unit hired on or after January 1, 2006 who have met existing service time requirements to qualify for retiree health insurance coverage shall receive coverage under the Blue Point 2 Value plan, at the same contribution rates applicable for active employees hired on or after January 1, 2006. If such retiree moves outside the Rochester managed care plan geographical coverage area, such retiree shall be entitled to a County contribution to an out-of-area health insurance carrier up to the dollar amount available to active employees hired on or after January 1, 2006. All retirees covered by this section shall receive the benefits provided under this section with the following conditions:

- A. The individual has ten (10) years of continuous full-time service immediately preceding the date of retirement. Except that all employees hired before January 1, 2006 eligible for normal retirement prior to January 1, 2011 may still have retiree health insurance if he/she has five (5) years of continuous full-time service immediately preceding the date of retirement.
- B. The individual is drawing a pension from the New York State Retirement System or
- C. drawing a pension under Social Security.

22.1.3 - Change "Blue Cross/Blue Shield contract" to "Blue Point 2 Value".

22.2.4, 22.3.1 and 22.3.2 - Change "Blue Cross/Blue Shield" to "health insurance" in these sections.

4. ARTICLE 42 EXPIRATION AND MODIFICATION.

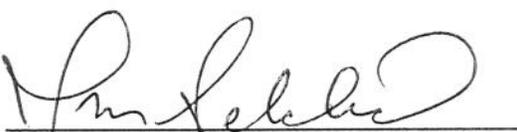
42.5 - This shall be a five (5) year agreement effective the first day of January, 2004, and shall remain in full force and effect until the 31st day of December, 2008; it shall be renewed automatically from year to year thereafter, unless either parties shall notify the other in writing at least ninety (90) calendar days in advance of the expiration date that they desire to modify this agreement. In the event either party exercises his right as set forth above and such notice is given, the parties shall meet at a mutually agreeable time for the purpose of exchanging proposals and commencing negotiations.

RETENTION OF JURISDICTION

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

DURATION OF CONTRACT

Pursuant to the provision of Civil Service Law Section 209.4(c)(vi)(Taylor Law), this Award provides an Agreement for the period commencing January 1, 2004 and ending December 31, 2008.



JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

10/6/06
Date

[Concur] 
~~[Dissent]~~



PETER J. SPINELLI, ESQ.
Public Employer Panel Member

10/3/06
Date

[Concur] 
~~[Dissent]~~

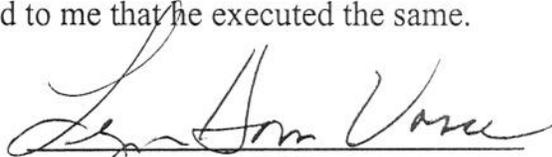


SCOTT WALSH
Employee Organization Panel Member

8/29/06
Date

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

On this 6th day of OCTOBER, 2006 before me personally came and appeared Jeffrey M. Selchick, Esq, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



Notary Public

LYNN HOMES VANCE
Notary Public, State of New York
No. 02VA6114292
Qualified in Albany County
Commission Expires Aug. 9, 2008

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

On this 3rd day of October, 2006 before me personally came and appeared Peter J. Spinelli, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



Notary Public

KAREN M. TROST
Notary Public, State of New York
Qualified in Monroe County
No. 01TR4876206
My Commission Expires August 31, 2010

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

On this 29 day of September, 2006 before me personally came and appeared Scott Walsh, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



Notary Public

SCOTT B. CARLTON
Notary Public, State of New York
Qualified in Monroe County
Registration # 02CA6151343
Commission Expires Mar. 31, 2010

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Interest Arbitration between

THE COUNTY OF MONROE,
MONROE COUNTY SHERIFF,

Public Employer,

-and-

MONROE COUNTY SHERIFF PBA, INC.,
Employee Organization.

SUMMARY

OF

AWARD

PERB Case No. IA2004-018

BEFORE: Jeffrey M. Selchick, Esq.
Public Panel Member and Chairman

Peter J. Spinelli., Esq.
Public Employer Panel Member

Scott Walsh.
Employee Organization Panel Member

APPEARANCES:

For County of Monroe:
Harris Beach PLLC
Karlee S. Bolanos, Esq., of Counsel

For Monroe County Sheriff PBA, Inc.:
Goldberg Segalla LLP
Patrick B. Naylor, Esq., of Counsel

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairman of the New York State Public Employment Relations Board ("PERB"), to make a just and reasonable determination of a dispute between the County of Monroe ("County") and the Monroe County Sheriff PBA, Inc.

("Union").

In arriving at such determination, the Panel has specifically reviewed and considered the following factors, 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 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.

On October 18 and November 16, 2005 in the Town of Greece, Monroe County, New York, representatives appeared before the Panel, which received exhibits, contracts, demonstrative evidence and heard arguments. The Panel also met in Executive Session on such dates. Subsequently, the Panel was able to reach agreement on a just and reasonable Award for the period commencing January 1, 2004 and continuing through December 31, 2008.¹

This Summary of Award is provided only for the convenience of the parties as time is of the essence to implement the provisions of the Award. It is expressly noted that this Summary of Award does not contain specific contract language. A fully detailed Opinion and Award shall be issued which shall contain specific contract language, as appropriate, and shall also include the factual basis for the determinations reached by the Panel.

The following constitutes the Summary of Award.

¹The parties, by their authorized representatives, have expressly authorized the Panel to exceed the statutory two (2) year Award restriction and have requested that the Panel issue an Award for the period commencing January 1, 2004 and ending December 31, 2008.

SUMMARY OF AWARD

1. **Wages**

Salary schedules increase as follows:

Year	Percentage	Effective Date
2004*	2%+\$500	1/1/06
2005*	2%+\$500	1/1/06
2006*	2%	1/1/06
2007	3%	1/1/07
2008	3%	1/1/08

* Salary schedules to increase 6% effective 1/1/06; bargaining unit members will receive a lump sum bonus of \$1000 for service during 2004 and 2005 (pro-rated for bargaining unit members who worked less than the full period.)

2. **Health Insurance (for employees hired before 1/1/06) Effective 1/1/06**

- Blue Point 2 Value with 0% contribution in 2006, a \$5 per pay period contribution in 2007, and a \$15 per pay period contribution in 2008.
- Employees may elect Blue Point 2 Select or Blue Point 2 Extended Plan with any cost above the County's contribution to the cost of Blue Point 2 Value paid by the bargaining unit member.
- Employees who opt out of health insurance coverage under the County and provide proof of other coverage shall receive a \$2000 stipend. Employees must stay out of the health insurance plan a full year or shall be required to refund the stipend to the County.
- No new enrollment in Blue Cross/Blue Shield Traditional Plan after 12/31/05. Employee must be in the plan on or before this date.
- Current Blue Cross/Blue Shield Traditional Plan participants may continue in that plan but will pay 15% of the premium and may keep in retirement for 0% contribution.
- Effective 1/1/07, annual County contribution to Health Reimbursement Account (HRA) of \$100 single/\$200 family type plan.

3. **Health Insurance (for employees hired on or after 1/1/06) Effective 1/1/06**

- Blue Point 2 Value with a \$10 per pay period contribution in 2006; \$20 per pay period contribution in 2007; and a \$30 per pay period contribution in 2008.

4. **Health Insurance-Retirees (applicable to full time employees in the bargaining unit before 1/1/06 who have met the existing service time requirements to qualify for retiree health insurance coverage who have at least ten (10) years of continuous service at the time of retirement. Any current employee eligible for normal retirement prior to 1/1/2011 may still have retiree health insurance if he has five (5) years of continuous service prior to retirement.)**

- Retirees living inside the Rochester managed care plan geographical coverage area will be entitled to Blue Point 2 Value-100% County paid.
- Retirees who move outside the Rochester managed care plan geographical coverage area will be entitled to a County contribution to an out-of-area health insurance carrier up to the dollar amount available to the retiree under Blue Point 2 Value.

5. **Health Insurance-Retirees (applicable to employees who become bargaining unit members on or after 1/1/06 who have met the existing service time requirements to qualify for retiree health insurance coverage and have at least ten (10) years of continuous service at the time of retirement.)**

- Retirees living inside the Rochester managed care plan geographical coverage area will be entitled to Blue Point 2 Value at the same contribution rates applicable for active employees hired on or after 1/1/06.
- Retirees who move outside the Rochester managed care plan geographical coverage area will be entitled to a County contribution to an out-of-area health insurance carrier up to the dollar amount available to active employees hired on or after 1/1/06.

Unit members who provide the County with an irrevocable notice of retirement within forty-five (45) days of the date of this Award, and who actually retire within sixty (60) days after providing this notice shall be entitled to receive the health insurance available under the 2000-03 labor agreement.

THIS SUMMARY OF AWARD DOES NOT CONTAIN SPECIFIC CONTRACT LANGUAGE, WHICH WILL BE CONTAINED IN THE OPINION TO FOLLOW.

s/Jeffrey M. Selchick, Esq. **12/12/05**

Jeffrey M. Selchick, Esq. Date
Public Panel Member and Chairman Of Award

(CONCUR)

s/Peter J. Spinelli, Esq. **12/12/05**

Peter J. Spinelli, Esq. Date
Public Employer Panel Member

(CONCUR)

s/Scott Walsh **12/12/05**

Scott Walsh Date
Employee Organization Panel Member

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

I, Jeffrey M. Selchick, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is a Summary of Interest Arbitration Award.

s/ Jeffrey M. Selchick, Esq.

JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

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

s/ Peter J. Spinelli, Esq.

PETER J. SPINELLI, ESQ.
Public Employer Panel Member

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

I, Scott Walsh, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is a Summary of Interest Arbitration Award.

s/ Scott Walsh

SCOTT WALSH
Employee Organization Panel Member