

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

**In the Matter of the Compulsory Interest
Arbitration between**

OPINION

FULTON COUNTY POLICE BENEVOLENT
ASSOCIATION

&

AWARD

-and-

COUNTY OF FULTON and THE
FULTON COUNTY SHERIFF

PERB Case No. IA2006-037;M2006-151

Before Interest Arbitration Panel:

Thomas N. Rinaldo, Esq., Chairman

William M. Wallens, Esq., Public Employer Member

Edward W. Guzdek, Employee Organization Member

The New York State Public Employment Relations Board, pursuant to the New York Civil Service Law, Section 209.4, designated the Chairperson and the other above Panel Members by Notice dated February 22, 2007.

A hearing was held on October 10, 2007 in Johnstown, New York. Appearing on behalf of the Fulton County Deputy Sheriff's Police Benevolent Association ("Union") was the Tuttle Law Firm, by James B. Tuttle, Esq., and on behalf of the County of Fulton and the Fulton County Sheriff ("County") was the law firm of Roemer Wallens & Mineaus, LLP,

Elayne G. Gold, Esq., of counsel. At the hearing, the Parties were given a full opportunity to produce witnesses and present documentary, video, and other evidence in support of their respective positions, as well as the opportunity to cross-examine witnesses appearing on behalf of both Parties. Both Parties submitted post-hearing brief.

This Opinion and Award constitutes the results of the Panel's consideration of the evidence presented within the context of the criteria set forth in Section 209.4 of the Civil Service Law, including, but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interest and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazards, educational qualifications, training and skills; and the terms of collective agreements negotiated between the Parties in the past providing for compensation and fringe benefits. The Panel specifically takes note of Section 209.4(g) of the Civil Service Law, which reads:

With regard to members of any organized unit of deputy sheriffs who are engaged directly in criminal law enforcement activities that aggregate more than 50 percentum of their service as certified by the County Sheriff and are police officers pursuant to subdivision 34 of §1.20 of the Criminal Procedure Law as certified by the Municipal Training Council, the provisions of this section shall only apply to terms of collective bargaining agreements directly relating to compensation, including, but not limited to, salary, stipends, location pay, insurance, medical and hospitalization benefit; and shall not apply to non-compensatory issues including, but not limited to, job security, disciplinary procedures and actions, deployment or scheduling or issues relating to eligibility for overtime compensation which shall be governed by other provisions by law.

Before issuing this Opinion and the Award, the Panel has engaged in substantial deliberations leading to the issuance of this Opinion and the Award.

PROPOSALS OF THE PARTIES

Union's Proposals

Proposal Number 1

Wages: The PBA seeks an across-the-board wage increase of 3% plus \$1,500 on base for the year 2006 and 3% plus \$1,500 on base for the year 2007, fully retroactive, including any employees who left prior to the date of the award.

Proposal Number 2

Longevity:. The PBA requests that the existing longevity benefit be increased in accordance with the attached schedule.

Proposal Number 3

Shift Differential:. The current contract provides a shift differential for employees working the 2nd and 3rd shifts of \$.50 per hour. The PBA proposes to increase that shift differential to \$1.25 per hour in 2006 (fully retroactive) and to \$2.00 per hour in 2007 (also fully retroactive).

Proposal Number 4

Rank Differential: Increase the wage rate for the position of Corporal, Sergeant and Lieutenant by \$.75/hour for each year of the contract.

Proposal Number 5

Uniform Allowance: The current contract provides for a uniform for purchase replacement: of uniforms of \$300/year. The PBA proposes to increase that allowance by \$100 for 2006 and by \$100 for 2007.

Proposal Number 6

Clothing allowance for Investigators: The contract currently provides that investigators shall be entitled to an annual vouchers allowance of \$300.00. The PBA proposes to increase that benefit by \$100 for 2006 and by \$100 for 2007.

Proposal Number 7

Holiday Pay: The contract currently provides that employees who work on New Year's Day, Christmas Day and the 4th of July get paid at time and on-half. The PBA proposes to expand that benefit to include Thanksgiving Day, Memorial Day and Labor Day.

Proposal Number 8

Health Insurance. The PBA is opposed to the County's demand that it be allowed to replace the Blue Shield Community Blue health care option and replace it with CDPHP Avid Care 20.

County's Proposals

County Proposal No. 1

Article VIII, Section 2 (p. 15)

Modify to provide that the County shall no longer offer Blue Shield of NENY Community Blue, which shall be replaced by CDPHP Avid Care 20, with no inpatient deductible, and including Optical Rider 177A. The prescription drug card shall be \$10/\$25/\$40. The County shall offer New York State Empire Plan, Core Plus Medial and Psychiatric Enhancements.

County Proposal No. 2

Article VII, Section 6.B, Personal Leave (p.13)

Except in an emergency, personal leave must be requested from the Sheriff or designee at least two (2) days prior to taking such leave.

County Proposal No. 3

Article VIII, Section 8, Tardiness (p. 13)

The Employer may establish and publish rules establishing penalties for tardiness. An employee who is unable to report to work at his/her normal starting time is required to notify the Sheriff or his/her designee. In the event of severe storms or floods or of similar uncontrollable conditions effective a group of employees, tardiness will be excused and not charged against accumulated vacation providing, however, that the employee reports within two (2) hours of his/her starting time.

The Chairman of the Fulton County Board of Supervisors shall be vested with the sole discretion to invoke the above provisions. Said decisions shall be based upon information obtained from the Fulton County Sheriff's Department, the Fulton County Highway Department, and from the cities and towns within Fulton County. Upon mutual agreement of the employee and the Sheriff, employees may have the option of flexing their time for inclement weather conditions when the provisions of this section are invoked.

Employees shall be considered tardy if they do not report to work at the start of their shift or workday, and shall only be paid for time worked.

County Proposal No. 4

E-Mail/Internet Policy.

New provision to provide as follows:

Acceptable Uses of the Internet and County E-mail

The County encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are County property, and they are to be used only to facilitate County business. Every employee has a responsibility to maintain and enhance the County's public image and to use County e-mail and Internet access in a productive manner. The County has established the following guidelines for using e-mail and the Internet. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

The Union shall have the right to use to the Email system to notify members of Union business (excluding partisan political activity or electioneering).

Unacceptable Uses of the Internet and County E-mail

The County e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the County system. No abusive, profane or offensive language may be transmitted through the County's e-mail or Internet system. The County's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the company's e-mail or Internet system or computers.

The County e-mail and Internet system also may not be used for any other purpose that is illegal, against County policy or contrary to the County's best interest. Solicitation of non-County business or any use of the County e-mail or Internet system for personal gain is prohibited.

Rules for Electronic Communications

Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over the County's e-mail or Internet system. Employees may not hide their identifies or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages

communicated on the County's e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the County via County e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the County. Despite personal "disclaimers" in electronic messages, any statements may be tied to the County.

All communications sent by employees via the County's e-mail or Internet system must comply with all County policies and may not disclose any confidential or proprietary County information.

If employees receive unsolicited e-mail from outside the County that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

Downloading Software

To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the County. For authorization, please contact the system administrator.

Copyright and Trademark Issues

Copyrighted and trademarked material that does not belong to the County may not be transmitted by employees on the County's email or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to the other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

System Security

The County reserves the right to routinely monitor how employees use e-mail and the Internet. The County may monitor to measure cost analysis/allocation

and the management of the County's gateway to the Internet. All messages created, sent or received over the County's e-mail or Internet system are the County's property and should not be considered private information. The County reserves the right to access and monitor every message and file on the County's e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

Violations

Any employee who violates these rules or otherwise abuses the privilege of the County's e-mail or Internet system will be subject to corrective action up to and including termination. If necessary, the County also reserves the right to advise appropriate officials of any illegal activities.

County Proposal No. 5

Drug Testing Procedure

County Proposal No. 6

Remove Lieutenant from bargaining unit.

County Proposal No. 7

Convert leave time to hours based upon an 8-hour day.

County Proposal No. 8

207-c Procedure

Modify Procedure to provide that the determinations with respect to 207-c shall be made by the County and the Sheriff.

BACKGROUND FACTS

The most recent version of a Collective Bargaining Agreement between the Parties covered the period January 1, 1998, through December 31, 2002. A Memorandum of Agreement also exists for the period January 1, 2003, through December 31, 2003. Thereafter, an Interest Arbitration Award was issued by the same Panel as herein for the period January 1, 2004, through December 31, 2005. (IA 2004-019; M2004-131).

After the Parties were unsuccessful in negotiations and could not reach agreement via mediation, the Union filed a Petition for Compulsory Interest Arbitration on or about January 19, 2007. The County filed its Response to the Petition on or about January 23, 2007. As noted, PERB then appointed this instant Panel.

According to the record evidence, the County's population at the 2000 census was 55,073. The bargaining unit herein consist of 29 Uniformed Deputies who patrol 533 square miles. Currently, there are 14 Deputy Sheriffs, 3 Corporal Deputies, 6 Sergeants, 4 Investigators, and 2 Lieutenants. These individuals work in a Sheriff's Department that operates continuously on a 24/7 basis. Three other bargaining units exist in the County: CSEA-General, CSEA-Nurses, and the Alliance (Office Employees in the Sheriff's Department).

The County budget, according to the record evidence, consists of a General Fund, a Residential Health Care Fund, a Solid Waste Enterprise Fund, and a Highway/Road

Machinery Fund. The largest of these funds is the General Fund, which is the only fund that is used for the operations of the Sheriff's Department, to include the payment of wages and other benefits. The other funds are restricted in their use for specific Departments affected by the funds.

The General Fund's major revenue sources, the record shows, are the real property tax and the sale tax. In addition, the County receives State aid, which is largely designated for mandated programs. According to record evidence, in fiscal year 2007, approximately 20% of the mandated programs were funded with outside aid and approximately 46% of the mandated programs were not funded. Thus, the County must fulfill the services mandated by the State and Federal programs by coming up with additional monies to fund the unfunded programs.

It is noted that, effective December, 2005, the County increased its sales tax rate, which resulted in the drop of the property tax rate in the 2006-2007 County budgets. At present, the County sales tax is 8%, with 4% earmarked for the State. The balance of the sales tax is levied to County municipalities, with the County maintaining 50%. The cities of Johnstown and Gloversville, which are located in the County, keep 50% of the sales taxes that are generated in these cities. It would appear from the record evidence that, for the anticipated 2007 sales tax revenues, the County will retain 12.6% of the revenues as against the total County budget.

Other general financial information found in the record is the New York State

Retirement cost to the County for the Union, which, the record shows, has increased from \$57,925 in 2002 to \$445,334 in 2006. The County has also pointed to evidence that there has been increase in fuel costs of 36.7% from 2005 to 2006 and an additional 8.7% increase in 2007. Health insurance monthly premium rates have increased substantially since 2003. Twenty-two of the 29 members of the bargaining unit have health insurance coverage, and employees make various levels of contributions toward the premiums. It is fair to say employee contributions notwithstanding, that the bulk of the premium costs is paid by the County.

THRESHOLD ISSUE

The Union focuses on the language of Section 209 (4)(g) of the Civil Service Law, which constitutes the State Legislature's Amendment of Section 209 to provide for "economic only" interest arbitration for deputy sheriffs. In the Union's estimation, the County's proposals, save for its health insurance proposal, are all non-economic in nature. Thus, the Union argues that the Panel has no authority to consider these proposals that are not economic in nature. The Union notes that, in the previous Interest Arbitration Award, the majority of the Panel found the County's non-economic issues to be outside of the Panel's jurisdiction. It would appear that the County claims that all of its proposals are "directly related to compensation" and properly before the Panel. The Panel also notes the concurring opinion of Public Employer Member Wallens in the previous Award wherein Mr.

Wallens stated that the PERB rules require objections to arbitrability to be raised in an improper practice charge.

In its previous Award, the Panel observed that Section 209(4)(g) confined the Panel's decision making to "terms ... directly relating to compensation" and required the Panel to refrain from addressing "non-compensatory issues including, but not limited to, job security, disciplinary procedures and actions, deployment or scheduling or issues relating to eligibility for overtime compensation ...". The County's proposals before it, the Panel found, were all non-economic in nature and beyond the Panel's jurisdiction. Viewing the County's proposals herein, the Panel notes that Proposal No. 1 addresses health insurance, which the Union concedes is directly related to compensation. The remainder of the County's proposals (personal leave; tardiness; e-mail/internet policy; drug testing procedure; remove lieutenant from bargaining unit; conversion of leave time; and GML 207-c procedure) cannot fairly be considered to be directly related to compensation. Thus, the Panel finds that it has no statutory authority to address these non-economic proposals, and will confine its analysis of the County's proposal to its proposal on health insurance. Parenthetically, the Panel notes that it does not read the enabling legislation for Deputy Sheriff Interest Arbitration proceedings to provide for a waiver on the part of a labor organization to allow an Interest Arbitration Panel to consider proposals otherwise beyond its jurisdiction.

POSITION OF THE COUNTY

On the question of comparables, the County observes that, in the previous Award, the Panel found only the Counties of Warren, Washington, and Columbia to be comparable to Fulton County. It notes further that the Panel found cities not to be comparable to counties but that the Cities of Johnstown and Gloversville would be taken into account by the Panel. In this proceeding, the County remains adamant that a city should never be considered a comparable to a county. Its argument is based on the essential observation that fiscal demands visited on a city are far different than those visited on a county. Moreover, the County asserts that the Panel was incorrect when it did not include Montgomery County as a comparable in the previous Award. It notes that Montgomery County has a city (Amsterdam), which the County claims to be comparable to the City of Johnstown, and that Montgomery County has a similar level of poverty and loss of business as has been experienced by Fulton County. Montgomery County, the County also observes, is contiguous to Fulton County and has a Road Patrol unit of 21 while the County's Road Patrol unit is 29. Additionally, the County maintains, Montgomery's County's per capita income is closer to Fulton County than the per capita income of Columbia County. Hence, the County asks the Panel to reconsider its position and include the County of Montgomery as a comparable.

In reviewing its fiscal condition, the County emphasizes that Medicaid costs have started to increase again at a drastic rate and that Fulton County ranks second in the State

regarding Medicaid local share per capita spending and that Fulton County is first in Medicaid costs as a percentage of its tax levy and second in Medicaid costs as a percentage of its 2007 budget. Regarding its taxing rate, the County observes that it ranks currently as the tenth highest among all counties in the State and second highest among comparable communities if Montgomery County is taken into account.

The County observes that the Union's financial expert, Ed Fennel, stated that the County has "improved" financial health, which allows it to afford wages and other benefits that are sought by the Union. The County emphasizes its position, however, that "ability to pay" does not equal "ability to tax," nor "the ability of the taxpayer to pay." According to the County, its "ability to tax," at any rate, "is at its peak" and its 2008 budget reflects an anticipation that the County will have to spend \$1.7 million of its General Fund monies to subsidize the County Nursing Home; four to five hundred thousand dollars for a mandated Physically Handicapped Children's Fund; and an undetermined amount of money for the New York State mandated Corrections Department staffing requirement changes.

Turning to the Union's proposals, the County claims that wages paid to members of the Union, in the context of the comparables, reflects that the starting wage in the County exceeds the average starting wage in the comparables by \$3,550, although the County acknowledges that its wages are lower than the five and ten year average wage for a Deputy Sheriff, Investigator, and Sergeant in the comparables. The County urges the Panel to take into account that "wages cannot be increased in a vacuum" and argues that any increase in

wages must be awarded as part of a “package” that would also see much needed health insurance modifications.

As to the Union’s proposal on longevity, the County observes that the Panel’s earlier Award addressed longevity. In view of the comparables, the County notes that no other comparable municipality finds a Deputy receiving longevity after only one year of service. The County claims that the longevity proposal contains a cost that must be considered “enormous.”

As to the shift differential proposal from the Union, the County argues that a review of the comparables leads to the unequivocal conclusion that the shift differential increase is not justified. Regarding rank differential, the County observes that the Panel modified the differential in the previous Award and that there is no need for any increase in rank differential. A review of comparables, according to the County, should lead to a rejection of the Union’s uniform allowance and cleaning allowance. As to the holiday proposal advanced by the Union, the County notes that, at present, premium pay is paid to employees working on New Years’ day, Christmas Day, and the 4th of July. A review of the comparables, the County puts forth, should lead the Panel to reject the Union’s proposal to expand the list by three additional holidays.

Concerning its health insurance proposal, the County notes that the five year rate history for available health insurance shows an “enormous increase” and that all but seven of the Union employees have County health insurance. The County claims that a change to

CDPHP Avid Care 20 would have no more than a minimal impact on the bargaining unit and is justified as a cost containment measure that the County needs in its effort to address the “rising nature of health insurance costs.”

POSITION OF THE UNION

According to the Union, the record can be understood as reflecting that the Parties are not that far apart on the issue of comparables. It notes that the Panel, in the previous Award, identified comparables that excluded the Union’s proffered comparables of the County of Saratoga, the New York State Troopers, and the City of Amsterdam. The Union asserts that it has submitted a comparability analysis in the instant proceeding which excludes the County of Washington on the ground that the County of Washington, since the previous Award, has discontinued night shift patrol and no longer provides 24/7 police services. Further, the Union notes that it has included the counties of Warren and Columbia and the cities of Johnstown and Gloversville in its universe of comparables. It urges the Panel to reject the County’s attempt to add Montgomery County because, the Union observes, Montgomery County was rejected by the Panel during the last proceeding.

As to its comparables, the Union observes that, as to starting salary, its members are equal to or better than other comparables but at five years the County is behind the average of the comparables and, after ten years, the lag is even greater. It notes further that a ten year

officer makes only \$750 more a year than a one year officer, whereas in Warren County, for example, a one year officer makes approximately \$17,850 less than a ten year officer. In Warren County, the Union further notes, an officer proceeds through steps in diagonal moves whereas in Fulton County officers essentially do not advance in such a fashion. Thus, the Union observes that in Fulton County, increases are received only by annual percentage increases and longevity increases. According to the Union, there is a large disparity “in annual and career earnings between officers in Fulton County and officers in Warren County, and a review of either side’s comparables reveals that the same is true to a greater or lesser extent when Fulton County is compared to any other comparable submitted.”

The Union urges the Panel to take into account that the disparity as identified cannot be eliminated by an across-the-board percentage increase, and, for the problem to be meaningfully addressed, there is a need for either a different salary structure, which would involve multiple steps, or a longevity benefit that would provide the equivalent thereof. It notes that its proposed longevity schedule provides a difference of \$6,000 in earnings between an officer with 30 years on the job and an officer with a year on the job. The Union claims that this schedule would at least be a start toward addressing the disparities the Union identifies in the salary schedule and longevity payments. In addition, the Union observes that, although its proposal for an across-the-Board increase of 3% plus \$1,500 on the base would not resolve these deficiencies, the problem would be meaningfully addressed if there was an Award of \$1,500 on the base salary at years 3, 5, and 10. Such an Award, the Union

puts forth “would institutionalize the concept of salary steps and begin the process of moving the PBA’s wages into parity with officers in comparable communities.”

As to ability to pay, the Union credits the County with “sound fiscal management,” as reflected in the lowering of the real property tax levy, the increase in restated fund equity between 2005 and 2006, and other factors which, the Union claims, indicate how well the County was able to shoulder the financial burden of the Panel’s previous Award. Raises awarded to other employees by the County, according to the Union, also establish the County’s ability to pay. The Union argues that there can be no serious question concerning the County’s ability to pay much needed pay increases within the context of a restructured salary scale.

As to the proposal of the County concerning health insurance, the Union asserts that, in its estimation, its members “already pay an extraordinarily large percentage of their health insurance costs.” It also notes the record evidence that not one member of the Union desired to switch to CDPHP, even if the switch would cost the officers less, because of their concern about benefit and coverage decreases. The Union claims that, since its members are paying “almost 50% of the bill for their health insurance, they should be allowed to maintain the coverage they have if they prefer it and they are willing to pay their share of it.” Moreover, the Union maintains, the County is able to pay its percentage of the existing health care benefits without any difficulties.

DISCUSSION

The Panel notes its ruling set forth supra that, save for the County's health insurance proposal, none of the County's proposals are properly before the Panel in view of the language of Section 209 (4)(g) of the Civil Service Law. Hence, the Panel will address the Union's proposals and the County's health insurance proposal within the context of the statutory criteria. Initially, the Panel will consider the question of what can properly be considered "comparable communities" for the purpose of the Award to be rendered herein.

In is previous Award, the Panel identified the Counties of Warren, Columbia, and Washington as the three counties to be considered comparables to Fulton County. It noted that it reached "this conclusion based on proximity, population, and rural/suburban mix of population." Other counties that were advanced by the Parties as comparables, the Panel found, "suffered due to lack of proximity, and/or population, and/or rural/suburban mix of population, and/or poverty level." The Panel further found that other types of municipalities could not qualify as true comparables but it observed that "is not prevented from considering and giving some weight to police departments of cities within the County." Accordingly, the Panel stated it would "take into account" the Cities of Johnstown and Gloversville.

In the instant proceeding, the Union seeks to exclude Washington County from the comparables on the ground that that municipality has discontinued night shift patrol. The County urges the Panel to reconsider its decision made in the previous Award to exclude

Montgomery County from the comparables. After carefully considering the Parties' positions advanced in this proceeding and supporting evidence regarding comparables, the Panel finds that there is an insufficient basis of evidence to allow for the conclusion that any of its comparability findings should be changed from those made only two years ago in the previous Award. The Panel is mindful of the Union's contentions regarding Washington County but finds that, despite the discontinuance of night patrol, the factors that led the Panel to accept Washington County as a comparable two years ago prevail in keeping this County within the universe of comparables. Similarly, the Panel is aware of the County's position advanced in support of adding Montgomery County as a comparable, but finds there is no new persuasive evidence to allow the Panel to deviate from its earlier Award that did not include Montgomery County as a comparable. The Panel notes that it is also, as in the previous Award, taking into account the Cities of Johnstown and Gloversville.

Turning to the Parties' proposals, the Panel observes that, in the previous Award, it identified "two somewhat opposing forces that emerged from the statutory criteria." Thus, in the previous Award, the Panel identified the "County's genuine fiscal concerns" and, as a "second opposing force," the Panel was able to "identify ... a need for the Unit members to achieve some degree of parity with their counterparts in the comparable municipalities and to achieve a measure of fairness when one takes into account the City Police Departments within the County of Fulton." The Panel finds that these "forces" have remained in place in the instant proceeding. It particularly appreciates the County's need to continue its sound

fiscal health and the Union's need for some type of wage advancement. The Panel, moreover, is aware of the Union's claims that its members need more than an across-the-board increase but also a "different salary structure" that would include multiple steps or benefits that mimic a step approach. While the Panel understands the logic of the Union's position, it does not believe, at least in the context of the instant proceeding, that the salary structure should be drastically altered. It would be preferable if such an alteration occurred by way of mutual agreement, if that is possible. It may well be that if no agreement is achieved in this area, that a future Panel, should one be convened, may find itself revisiting this issue with a greater propensity to make change. In any event, the Panel will continue the efforts undertaken in the previous Award in moving members of the bargaining unit to the goal of "achieving parity" by the following Award:

Effective and Retroactive to January 1, 2006 an annual wage increase of 3 1/4%

Effective and Retroactive to January 1, 2007 an annual wage increase of 3 1/4%

The Panel notes that its previous Award addressed longevity, and the Panel is not persuaded that a further increase in longevity would be prudent to make at this time. Nevertheless, the goal of parity among the comparables would be further advanced by an increase in shift differential and rank differential. The Panel notes that, in the previous Award, it did not accept the Union's proposal for an increase in shift differential. The Panel

now believes it appropriate to make the following Award:

Shift Differential to be increased \$.20 per hour effective December 31, 2007

The Panel did award an increase in rank differential in the previous Award for the positions of Corporal, Sergeant, and Lieutenant by granting a rank differential increase of \$.25 per hour for each of the years covered by the period of the Award. An additional increase, the Panel finds, is in order for reasons previously stated, and the Panel Awards:

Rank Differential to be increased \$.50 per hour effective December 31, 2007

The salary increases awarded along with the conclusive record evidence demonstrating the typical scenario of dramatically rising health care costs logically lead the Panel into a consideration of the County's health insurance proposal. It is the Panel's belief that an Award to the County on this proposal strikes a fair balance with the wage increases and, furthermore, allows the County to undertake a necessary costs containment measure.

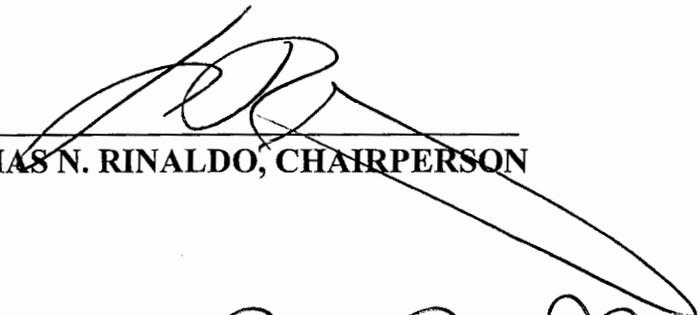
Accordingly, the Panel Awards:

The County shall no longer offer Blue Shield of NENY Community Blue, which shall be replaced by CDPHPA Avid Care 20, with no inpatient deductible, including Optical Rider 117A, effective December 31, 2007, and to be implemented as soon as practical.

AWARD ON REMAINING ISSUES

Any items other than those specifically addressed by this Award remain “status quo” as they existed in the Parties’ 1998-2002 Agreement, the Memorandum of Agreement for the period January 1, 2003 through December 31, 2003, and the Interest Arbitration Award for the period January 1, 2004 through December 31, 2005 earlier issued by this Panel.

DATED: 3/2/08



THOMAS N. RINALDO, CHAIRPERSON

 3/12/08

WILLIAM M. WALLENS, ESQ.
PUBLIC EMPLOYER MEMBER

 3/12/08

EDWARD W. GUZDEK
EMPLOYEE ORGANIZATION MEMBER