

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between

ST. LAWRENCE COUNTY SHERIFF'S BENEVOLENT
ASSOCIATION OF NEW YORK, INC

AND

THE COUNTY OF ST. LAWRENCE

PERB Case No. IA2009-008; M2008-280

FINAL AND BINDING
OPINION AND AWARD
OF TRIPARTITE
ARBITRATION PANEL

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER AND CHAIRPERSON:

Peter A. Prosper
P. O. Box 5436
Clifton Park, New York 12065

PUBLIC EMPLOYEE PANEL MEMBER:

Rocco A. DePerno, Esq.
DePerno & Khanzadian
704 Main Street
P.O. Box 83
Sylvan Beach, New York 13157

PUBLIC EMPLOYER PANEL MEMBER:

James W. Roemer, Jr., Esq.
Roemer Wallens Gold and Mineaux
13 Columbia Circle
Albany, New York 12203

APPEARANCES: For the St. Lawrence Sheriff's Benevolent Association

Karen Khanzadian, Esq.
DePerno & Khanzadian
703 Main Street
P.O. Box 83
Sylvan Beach, New York 13157

For the County of St. Lawrence

Elayne G. Gold, Esq.
Roemer Wallens Gold and Mineaux
13 Columbia Circle
Albany, New York 12203

Pursuant to the provisions of Civil Service Law, Section 209.4, Richard A. Curreri, Esq., Director of Conciliation of the New York State Public Employment Relations Board, designated the undersigned on July 31, 2009, as the Public Arbitration Panel for the purpose of making a just and reasonable determination on the matters in dispute between the County of St. Lawrence ("County") and the St. Lawrence County Sheriff's Benevolent Association of New York, Inc. ("Association"). The prior Collective Bargaining Agreement between the parties covered the period from January 1, 2005 through December 31, 2007. Although the Agreement expired, it remains in full force and effect pending this Award.

The parties commenced negotiations for a successor agreement prior to the expiration of the 2005-2007 Agreement and met on several occasions, but were unable to reach agreement. The Association filed for mediation, but the mediator's efforts were unsuccessful, and the Association filed a Petition for Compulsory Interest Arbitration on June 17, 2009. On July 2, 2009, the County filed its Response. Both the County and Association filed Improper Practice Charges alleging that certain items were not arbitrable as they were not "directly related to compensation" as required by New York State Civil Service Law § 209.4(g). The charges were addressed by the parties by agreeing to either submit the proposal to the Interest Arbitration Panel for consideration or have been withdrawn.

St. Lawrence County is geographically the largest county in New York State with a population of 111,931 residents. Within the County are thirty-two towns and thirteen villages. The St. Lawrence County Sheriffs Benevolent Association is the exclusive representative and certified bargaining agent for thirty-four (34) employees consisting of twenty-four (24) Deputies, two (2) Detectives, four (4) Detective Sergeants and four (4) Sergeants. The Road Patrol is comprised of Patrol Officers and Uniformed Sergeants who patrol over 2,822 square miles of the County.

The County has three other bargaining units – the Sheriff's Department Corrections Unit represented by Council 82, the Civil Service Employees Association General Unit and the Civil Service Employees Association Solid Waste Unit.

Peter A. Prosper was appointed as Chairperson of the Interest Arbitration Panel (the "Panel") convened the Panel to resolve the disputes between the parties. The Association designated Rocco A. DePerno of DePerno & Khanzadian as its representative on the Panel; the County designated James W. Roemer, Jr. of Roemer Wallens Gold & Mineaux LLP, as its representative. Hearings were held on December 10 and December 11, 2009, at which each party was represented in making its presentation to the Panel. Presentations were made by Karen Khanzadian, Esq. for the Association and Elayne G. Gold, Esq. for the County.

All issues which have attendant support submitted by each party were carefully considered, as well as the responses by the opposing party. The Public Arbitration Panel met in executive session on September 17, and October 13, 2010, and deliberated on each of the outstanding issues, carefully and fully considering all the data, exhibits, briefs and testimony of the sworn witnesses who appeared on behalf of both parties. The results of those deliberations are contained in this OPINION AND AWARD, which constitutes the Panel's best judgment as to a just and reasonable solution of the impasse. Those issues presented by the parties that are not contained in this OPINION AND AWARD were also carefully considered by the Public Arbitration Panel. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. The Public Arbitration Panel considered the impact of each item upon the whole, and made its judgment concerning the combination of items that would provide a just and reasonable result for all parties.

In arriving at the determination contained herein, the Public Arbitration Panel has considered the following statutory guidelines with which it was charged by Section 209.4:

- (v) The public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
 - a. comparison of 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.
- (vi) The determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

THE ISSUES

The issues submitted by the Sheriff's Benevolent Association are as follows:

Article V: Administration of Salary Plan

Section 1. The Association proposes the following salary schedule and changes:

APPENDIX "A"

GRADE 10 PATROL DEPUTIES
2008 SALARY SCHEDULE

0 - 1 YEAR	\$36,690
1 - 2 YEARS	\$37,790
2 - 3 YEARS	\$41,890
3 - 4 YEARS	\$43,090
4 - 5 YEARS	\$44,090
5 - 6 YEARS	\$45,090
6 - 7 YEARS	\$45,840
7 - 8 YEARS	\$46,590
8 - 9 YEARS	\$47,340
9 - 10 YEARS	\$48,090
10 - 11 YEARS	\$49,590
11 - 12 YEARS	\$50,340
12 - 13 YEARS	\$51,090
13 - 14 YEARS	\$51,840
14 - 15 YEARS	\$52,590
15 - 16 YEARS	\$54,090
16 - 17 YEARS	\$54,840
17 - 18 YEARS	\$55,590
18 - 19 YEARS	\$56,340
19 - 20 YEARS	\$57,090
20 - 25 YEARS	\$58,590
25 - 30 YEARS	\$60,090
30+ YEARS	\$61,590

GRADE 13 DETECTIVE/SERGEANTS
AND SERGEANTS

3 - 4 YEARS	\$45,090
4 - 5 YEARS	\$47,090
5 - 6 YEARS	\$49,090
6 - 7 YEARS	\$48,840
7 - 8 YEARS	\$50,940
8 - 9 YEARS	\$51,340
9 - 10 YEARS	\$52,090
10 - 11 YEARS	\$53,590
11 - 12 YEARS	\$54,340
12 - 13 YEARS	\$55,090
13 - 14 YEARS	\$55,840
14 - 15 YEARS	\$56,590
15 - 16 YEARS	\$58,090
16 - 17 YEARS	\$58,840
17 - 18 YEARS	\$59,590
18 - 19 YEARS	\$60,340
19 - 20 YEARS	\$61,090
20 - 25 YEARS	\$62,590
25 - 30 YEARS	\$64,090
30+ YEARS	\$65,590

2009 Salary Schedule: 2008 plus 7.0 percent

2009 Salary Schedule: 2008 plus 7.0 percent.

Section 2. (Amend as follows):

Full-time employees who work the C-Shift (3pm - 11pm), or portions thereof, shall receive a seventy-five cents (\$0.75) per hour stipend for each hour worked on said shift. Full-time employees who work the A-Shift (11pm - 7am), or portions thereof, shall receive a one dollar and fifty cents (\$1.50) per hour stipend, for each hour worked on said shift.

Article VII: Holidays**Section 1.** (Amend as follows):

Any employee who is required to work on Christmas shall be paid at three (3) times his or her regular hourly rate. Any employee who is required to work on holidays other than Christmas is to be paid two (2) times his/her regular rate.

Any employee who is required to work overtime (more than an eight hour shift) on a holiday will receive Holiday pay in addition to overtime pay for those hours over eight worked.

Article IX: Sick Leave**Section 9.** (Amend as follows):

Employees will receive a lump sum payment twice per calendar year, based on their use of accrued sick leave credit and according to the following conditions:

\$500 lump sum payment - no sick leave used during the period of January 1 and June 30.

\$500 lump sum payment - no sick leave used during the period of July 1 and December 31.

\$300.00 lump sum payment - maximum of 1 day or 8 hours of sick leave used during the period of January 1 - June 30.

\$300.00 lump sum payment - maximum of 1 day or 8 hours of sick leave used during the period of July 1 - December 31.

\$200 lump sum payment - maximum of 2 days or 16 hours of sick leave used during the period of January 1 - June 30.

\$200.00 lump sum payment - maximum of 2 day or 16 hours of sick leave used during the period of July 1 - December 31.

Any employee who has 2000 hours or more of accrued sick leave, and meets the above criteria, will receive the bonus times 2.

The county will pay the employee's their sick leave bonus in the pay period immediately following June 30, and immediately following December 31 of each year.

Article XII: Workers' Compensation

(Add the following):

~~Nothing contained herein shall limit an employee's right to receive benefits under the Workers' Compensation Laws and/or General Municipal Law Section 207-c, and/or under any other applicable Federal or State Law.~~

Article XIII: Health and Other Insurance

Section 4. (Amend as follows):

Effective January 1, 2008, coverage for the individual employee shall increase from \$20,000 to \$50,000.

Article XIV: Retirement

Section 5. (Add):

Upon retirement each employee will receive a Service Incentive Check in the amount of \$7,500.00.

Article XVI: Uniforms

Section 6: (Amend as follows):

The County agrees to replace or repair all clothing, broken glasses, watches, shoes, dental work, or any other personal property of officers, damaged in the line of duty.

Section 11: (Amend as follows):

The County shall pay each detective sergeant and juvenile aide sergeant \$875.00 for plain clothes maintenance. This sum is to be paid in the last audit in the month of December.

Article XIX: Hazardous Duty Benefit

(Amend as follows):

A Hazardous Duty Benefit shall go into effect on the anniversary date of an employee's third, fifth, tenth, fifteenth, twentieth and twenty-fifth year of service. Effective upon signing of this contract, respectively, each of those steps is to be worth \$0.50, \$0.75, \$1.00, \$1.50, \$2.00, \$3.00 on the employee's hourly rate.

Hazardous Duty Benefits will be paid (hour for hour), and shall be factored into the hourly rate, both for straight tie and overtime calculation purposes.

The issues submitted by the County are as follows:

Article V: Administration of Salary Plan

Section 5: (Amend as Follows):

An out-of-title assignment must be for no less than four (4) consecutive working days and shall be retroactive to the first day. Only if the Sheriff or Undersheriff is not on the premises will additional wages be granted.

Article IX: Sick Leave

Section 9: (Amend as Follows):

\$500 lump sum payment if no sick leave is used during the period from December 15 of the previous year through June; and a \$500 lump sum payment of \$500 if no sick leave is used from July through December.

\$250 lump sum payment if maximum of one day or total of 8 hours of sick leave is used during the period during the period from December 15 of the previous year through June, and a \$250 lump sum f one day or a total of 8 hours of sick leave is used from July through December.

\$125 lump sum payment if a maximum of two days or total of 16 hours of sick leave is used during the period from December 15 of the previous year through June, and a \$125 lump sum payment if a maximum of two days or total of 16 hours of sick leave is used during the period from July through December.

No Payment if the use of sick leave is in excess of two days or a total of 16 hours during the period during the period from December 15 of the previous year through June and again from July through December.

An employee must work one (1) year in order to receive this lump sum payment.

Article XIII: Health and Other Insurance

Section 2: (Amend as Follows):

The County will assume 100% of the premium charge for the eligible employee's health insurance coverage and 65% of the premium charge for the employee's eligible dependents' health insurance coverage.

The \$4 per pay period contribution toward health insurance coverage will be dropped if individual coverage is reduced to 90% payment by the County.

THE PARTIES' POSITIONS ON STATUTORY CRITERIA

WAGES PAID IN COMPARABLE JURISDICTIONS

Position of the Association

The Association argues that it is inappropriate to include only county road patrols in comparing wages and benefits. It states that there can be no dispute that Deputy Sheriffs deliver enhanced law enforcement services, so logic dictates they must be brought into line with the wages, hours, fringe benefits and conditions of employment of other state and local police agencies performing the same work. The Association argues that not only are contiguous county enforcement agencies appropriate for comparison of wages and benefits, but also surrounding and adjacent state, village and city police forces must be included because they all perform similar services under similar working conditions. The Association states that the New York State Police provide exactly the same police services and utilize the same facilities and respond to the same 911 dispatches as the deputy sheriffs must be included as comparable.

The Association does not dispute that contiguous counties are appropriate for comparisons and includes Jefferson, Lewis, Oswego, and Clinton counties, but so too are local police agencies. Thus, included in the Association's comparison data are the City of Ogdensburg and the Villages

of Canton, Massena and Potsdam. The Association also includes for comparison the following jurisdictions: St Lawrence County Corrections Officers, the Counties of Albany, Cayuga, Delaware, Dutchess, Greene, Madison, Montgomery, Niagara, Orleans, Saratoga, Wayne and Wyoming .

Position of the County

The County offers the following jurisdictions as comparable communities for evaluation:

The counties of Essex, Lewis, Jefferson, Clinton and Oswego. The County states that these counties are located in close proximity to St. Lawrence County, because their median household income is similar to that of St. Lawrence County, and because they have similar economic concerns.

The County notes that most of the Association selected jurisdictions are nowhere near St. Lawrence County, and do not share similar economic concerns or have the ability to offer employment to a St. Lawrence County Deputy Sheriff .

The County asserts that villages and cities generally find that public safety is the largest cost component of their budgets; however, in a county, social service programs have the biggest expenditure. Although villages, cities and counties all have constitutional tax limits, in general, only counties have the responsibility of collecting taxes for other municipalities within their borders, doling out the taxes collected, going after the delinquencies and then keeping what may be left over.

Discussion

The Association argues that the appropriate comparable communities are the towns and cities in St. Lawrence County, as well as contiguous counties. It bases its position on the fact that there is a common pool of candidates for sworn positions for both the County and towns and villages in the county, and the type of work being performed, the levels of proficiency, depth and breadth, the geographic location, and the area's socioeconomic conditions as being the major criteria for making comparisons.

It is acknowledged that there is relationship between St. Lawrence County Sheriffs's personnel and police officers of towns and village in the County, especially since they come from a potential common labor pool. However, the County asserts that no evidence was presented to

demonstrated that there is real competition between the County and those towns and villages as far as recruiting sworn personnel. Very few deputy sheriffs leave County employment to take positions with towns or villages within the County. Thus, salary parity is not essential for the County to retain its personnel. This is not to say that deputy sheriffs should not be paid salaries relative to other jurisdictions. Those comparisons cannot be ignored.

The most influential component of comparability is the patterns of income and expenditures of the comparing units. In the instant case, counties have mandated expenditures which towns and villages do not have. For example, counties have a substantial Medicaid burden. Counties function as an arm of the State and are required to deliver a significant number of other mandated services with fixed costs.

There is disagreement amongst the Panel as to whether Arbitrator Rinaldo correctly states the basis for comparison:

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

Nonetheless, the Neutral notes that while not ignoring village and municipal police agencies within St. Lawrence County, the major comparisons must be between counties.

ABILITY TO PAY

Position of the Association

The Association first notes that there were recently tentative labor agreements negotiated by County Officials with direct knowledge of the County's ability to pay. Although voted-down by the legislature, their rejection was for reasons having nothing to do with the County's ability to pay. Rather, states the Association, the record reflects that their decision to reject the tentative agreements were for political considerations and so-called prudent financial planning. Translated, asserts the Association, this means that although the County can pay, they simply aren't going to.

In further support of the County's ability to pay the proposals made, the Association cites the testimony by its financial expert, Edward J. Fennel. He noted that on December 31, 2008, the General Fund of the County had a balance of \$13.9 million, of which \$7.9 million was undesignated (Union Exhibit #2, Section 2, page 13). In her Budget Message in 2008, the County Administrator stated that the County was in a healthy financial position----in part due to sound decisions made over the years to maintain a responsible fund balance. In the 2009 Message, the Administrator stated that St Lawrence County was fortunate and benefits from strong fiscal management that has resulted in minimal long term debt over the years. In her 2010 Message, the Administrator indicated that the County was finishing the year (2009) within budgetary expectations. It must be concluded that the County still has undesignated reserves of \$7.9 million.

The Association contends that the County has the ability to raise added sales tax funds without being adversely affected by comparison to surrounding counties. It currently has a rate of 7.0 percent and an additional one percent would raise approximately \$6.5 million.

The Association argues that providing reasonable raises to the Deputies would not unduly burden the County finances because each one (1.0) percent raise for the Deputies only costs \$17,700, which amounts to a rate increase on the 2009 levy of \$39.77 million. That is only a four one hundredth of a percent (0.04%) increase to the County.

The Association asserts that a fair evaluation of the testimony and exhibits presented by its expert financial consultant can only result in a conclusion that the County of St. Lawrence is fiscally healthy and able to pay a just and reasonable award.

The Association avers that the ability of the County to pay reasonable wage increases must be viewed against the importance of maintaining the high level of public safety necessary to protect its citizens; the officers must be compensated, and must be given priority, as a matter of public safety, interest and welfare, over other less essential programs and services provided by the County.

Position of the County

The County states that it operates on a January to December fiscal year. The General Fund is the County's largest operating Fund and the Fund out of which comes all costs for the Sheriff's Department, including employee costs.

The County explained that its greatest revenue source is sales tax, followed by the real property tax. In fiscal year 2009, the County had a County Tax Levy of approximately \$39 Million, with approximately \$8 million allotted to the Sheriff's Department. The bulk of the remainder of the levy is allotted for support of mandated and other social services programs, with \$22 million being the County's share for Medicaid.

The County states that it has in the past had sufficient monies in the fund balance to maintain services without raising taxes. From 2007 to current, the County used unappropriated fund balance and held firm on spending, thereby maintaining a steady tax rate. However asserts the County, with the New York State Retirement and local health insurance costs, among others, on the rise, the County will no longer have the ability to tap into its excess fund equity.

The County contends that it has had to dip into its fund balance. In 2009 the County used over \$7 million in existing fund balance. The County urged departments to reduce unnecessary appropriations, remove vacant positions from the Budget, and cut back on capital projects. The Legislature authorized a wage freeze in 2009 for nonunion employees of the County. Treasurer McNeil testified that the County cannot appropriate much more fund balance; the Legislature seeks no layoffs and no increase in tax levy.

The County states that the Sales Tax has traditionally been the largest source of revenue for the County. Currently, it has a seven percent (7.0%) rate with four percent (4.0%) belonging to New York State and three percent (3.0%) to the County. The County retains fifty percent (50%) of the sales tax generated inside the County with the remainder distributed to the County's local governments via an established formula. Historically, the County saw a 3-5% gain each year in the sales tax revenue, but St. Lawrence County saw a 7.1% decline in sales tax revenue from 2008 to 2009.

The County is one of the few which still has a 3% sales tax - most have a 4% rate. Treasurer McNeil acknowledged that fact and testified that the County Legislature has considered raising the

current sales tax rate. Even if the County Legislature increased the sales tax rate (which it chose not to do), the New York State Legislature had to vote it into place; and even if that occurred, there would not be any realized benefit, if any, until the 2011 budget (testimony of Treasurer McNeil).

The County avers that it is responsible for certain state and federal mandated programs, and although state and/or federal governments provide revenue to the County for these programs the monies provided do not cover the actual cost for administration of the mandated services. Counties are unique in that it is the County which provides its constituents with basic services. The County must pay for and administer mandated programs over which it has no control. The County picks up 25% (or currently \$20 million) of Medicaid; the County pays for certain pre-k programs but does not run the schools or decide eligibility for enrollment (Id.); the County operates mental health programs which cannot be cut.

The County contends that given all the economic data, its proposed wage freeze for the members of the Sheriff's Department is not only justified, but essential to the financial health of the County.

Discussion

The County argues that because of the decrease in sales tax receipts, increases in Medicaid and other mandated expenses it had to dip into its Fund Balance. The Association argues that the County has the financial ability to pay the Association's proposed wage increases and other proposals, but they simply refuse to. The Association's financial expert, Edward J. Fennel, testified that the General Fund of the County had a balance of \$13.9 million, of which \$7.9 million was undesignated. He also pointed out that in the County Administrator's Budget Message in 2008, he stated that the County was in a healthy financial position, in part due to sound decisions made over the years to maintain a responsible fund balance. He also stated that the County has had minimal long term debt over the years. The Association contends that the County has the ability to raise added sales tax funds without being adversely affected by comparison to surrounding counties.

The County states that it "strives to have a respectable Fund Balance/Fund Equity, and since cash flow is helped by a strong fund balance the County has, in the past, had sufficient monies in

the fund balance to maintain services without raising taxes.” There is no indication that the County raised taxes from 2007 to the current time. The tax rate in the County has not been increased during that time.

It is noted that the United States’ economy has been in a recession for the past few years, which has affected all levels of government. Revenues are down, costs are up, unemployment has risen. Despite that, the County has remained in a fairly secure financial position. It continues to have a substantial fund balance, although it may have to reduce it somewhat.

The County proposes a wage and benefits freeze for employees of its Sheriff’s Department. It is essentially asking those employees to forego wage and benefits increases in order to maintain the County’s fund balance and steady tax rate. Such action places a burden on Sheriff’s Department employees but asks not even a small sacrifice from County taxpayers or other groups. In a time of economic distress it is necessary for all to share in the burdens created by that distress. The County may not ask one group to sacrifice and leave others unscathed. The Award below takes into consideration the economic situation as well as the general financial condition of the County and its constituents.

THE INTEREST AND WELFARE OF THE PUBLIC

Position of the Association

The Association states that it is beyond dispute that the public is best served by having a professional, well-trained, well-educated security force staffed with qualified and experienced personnel. The Association asserts that this happens only when the wages and benefits of Deputy Sheriffs are at a level that is not only sufficient to attract them to County service, but sufficient to retain them for a career.

The Association contends that because the County is in a sound financial condition, the interest and welfare of the public compel an Award at a level which will entice persons to become and remain members of the County Sheriff’s Department and one that will reflect their relative status and position in the County and the surrounding law-enforcement community.

Position of the County

The County states that its Sheriff's Department is compared with other Counties. Because of financial constraints due to the economic downturn, the County must restrain costs. Even so, County Sheriff Deputies are receiving adequate salaries, thereby serving the interests and welfare of the public.

PECULIARITIES OF THE POLICE PROFESSION**Position of the Association**

The Association states that the public safety officers' profession is unique, and therefore no real comparison can be made with other trades or professions. No other is truly comparable. Appropriate weight must be given to the especially hazardous nature of their work and to the special qualifications, training and skills required of a Deputy Sheriff.

Position of the County

The County has no quarrel with the concept that a Deputy Sheriff faces hazards daily, and that special training and skills are needed to be able to perform his job successfully.

**THE TERMS OF COLLECTIVE AGREEMENTS
NEGOTIATED BETWEEN THE PARTIES IN THE PAST****Position of the Association**

The Association argues that for years the County has paid its Deputy Sheriffs less than sufficient to keep up with other jurisdictions, resulting in the officers being far below other jurisdictions cited above. The Association states that it had a tentative agreement with the County that would have moved its members up somewhat, but that it was rejected by a single vote.

Position of the County

The County states that it submitted a historical comparison of the salary increases between the County and other contiguous counties. While St. Lawrence County Deputy Sheriffs are not at the top of the schedule, they have not done badly in recent years. Considering the current financial situation, the County is not in a position to accede to the demands of the Association.

POSITION OF THE PARTIES ON THE OUTSTANDING ISSUES

Duration of the Award

The parties agree to a two (2) year Award which shall be effective January 1, 2008 through December 31, 2009.

Based on agreement by the parties, the Interest Arbitration Panel makes the following

AWARD

The term of this Award shall be from January 1, 2008 through December 31, 3009.

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

Date: 12/29/10

James W. Roemer, Jr.
James W. Roemer, Jr., Esq.
Employer Panel Member

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

Date: 12-29-10

Rocco A. DePerno
Rocco A. DePerno, Esq.
Employee Organization Panel Member

WAGES

The Association proposed a seven (7.0%) percent base wage increase each year for the two-year Agreement. The County proposes no wage increase in each year of the two-year Agreement.

Both parties presented documentary evidence and argument supporting their positions on the issue, bringing into evidence a comparison of wages and other benefits in other comparable jurisdictions, including those with similar skills, the employer's ability to pay, an analysis of wages and other benefits negotiated by the parties in the past. Their main arguments concerning ability to pay were presented above in the sections on statutory criteria. The same is true concerning wages of police in other jurisdictions. Those arguments shall not be repeated here.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

The salary schedule shall reflect a two (2.0%) percent increase retroactive on January 1, 2008.

The salary schedule shall reflect a two (2.0%) percent increase retroactive on July 1, 2008.

The salary schedule shall reflect a two (2.0%) percent increase retroactive on January 1, 2009.

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

Date: 12/28/10

James W. Roemer, Jr.
James W. Roemer, Jr., Esq.
Employer Panel Member

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

Date: 12-29-10

Rocco A. DePerno
Rocco A. DePerno, Esq.
Employee Organization Panel Member

OTHER ISSUES PROPOSED BY THE PARTIES

As to all of the other items that have not been addressed herein, the Panel has determined said items can be addressed in future negotiations and for the purposes of this Award should remain status quo.

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

Date: 12/28/10

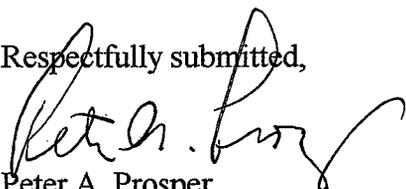

James W. Roemer, Jr., Esq.
Employer Panel Member

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

Date: 12-29-10


Rocco A. DePerno, Esq.
Employee Organization Panel Member

Date: 12-30-10

Respectfully submitted,

Peter A. Prosper
Public Panel Member and Chair

STATE OF FLORIDA
COUNTY OF *Sumter* } SS:

On this *30TH* day of *December*, 2010, before me personally came and appeared PETER A. PROSPER, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Theresa G. Kessinger
THERESA G. KESSINGER
MY COMMISSION # DD 776776
EXPIRES: May 25, 2012
Bonded Thru Notary Public Underwriters

STATE OF NEW YORK
COUNTY OF *Albany* } SS:

On this *28th* day of *December*, 2010, before me personally came and appeared JAMES W. ROEMER, JR., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Rayanne L. Sheehan
RAYANNE L. SHEEHAN
Notary Public, State of New York
Qualified in Schenectady County
No. 5039263
Commission Expires February 13, *2015*

STATE OF NEW YORK
COUNTY OF *ONEIDA* } SS:

On this *29TH* day of *DECEMBER*, 2010 before me personally came and appeared ROCCO A. DE PERNO, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Joanne M. Ambroselli

JOANNE M. AMBROSELLI
Notary Public, State of New York
Qualified in Oneida Co/No. 4986013
My Comm. Expires *7/29/2011*

I dissent from the wage award granted by the majority. The record testimony before the Panel indicates that the last negotiated wage adjustment for any employees in the County was in 2008 at a level of 3.00%. The record before the Panel indicates that the County has not agreed to any wage adjustments for 2009 and is holding fast on the position that the County will not agree to any wage adjustments in 2009. For that reason, I would award a 3.00% wage adjustment in 2008 and a 0% wage adjustment in 2009.

Date: 2/28/10



James W. Roemer, Jr., Esq.
Employer Panel Member