

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Compulsory Interest Arbitration

-between-

SULLIVAN COUNTY PATROLMEN'S BENEVOLENT  
ASSOCIATION, INC.

Employee Organization,

-and-

SULLIVAN COUNTY AND THE SULLIVAN COUNTY SHERIFF  
Joint Public Employers,

**OPINION**

**AND**

**AWARD**

PERB Case No. IA2011-002; M2010-187

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

Edward W. Guzdek, Sr.  
Employee Organization Panel Member

Paul J. Sweeney, Esq.  
Public Employer Panel Member

APPEARANCES:

For the Sullivan County Patrolmen's Benevolent Association  
The Tuttle Law Firm  
By: James B. Tuttle, Esq., Of Counsel

For Sullivan County & the Sullivan County Sheriff  
Coughlin & Gerhart, LLP  
By: Joseph J. Steflik, Jr., 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 Sullivan County Patrolmen's Benevolent Association (Union) and Sullivan County and the Sullivan County Sheriff (collectively referred to as "County").

The County is a municipal corporation that is located in the western edge of the mid-Hudson Valley. It is a small rural county with a population of approximately 77,000. It is contiguous with Orange County to the southeast, Delaware County to the north and Ulster County to the northeast.

The Union is the exclusive bargaining agent for all members of the County Sheriff's Department road patrol, except for the Sheriff, Undersheriff and Chief Deputy Sheriff. At the present time, the Union represents approximately thirty-eight police officers in titles such as Deputy Sheriff road patrol, detective, sergeant, corporal and lieutenant.

Four other bargaining units have contractual relationships with the County, all of which have long term agreements in place with the County. The County's agreement with Teamster's Local 445, which represents over 600 employees in positions in the departments of Probation, Social Services and 911 Dispatch and also has a second small supervisory, unit both called for increases of \$1,250 (not on base) followed by increases to the base of 3% in 2009, 3% in 2010, 4% in 2011 and 4.5% in 2012<sup>1</sup>. The County's Agreement with the CSEA correctional employees unit calls for increases of \$2,083 in 2008 (not on base), \$2,083 in 2009 (not on base), followed by increases to the base of 16% in 2010, 4% in 2011 and 4% in 2012. The County's agreement with the Laborer's International that represents employees in the Department of Public Works calls for wage

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<sup>1</sup> The agreement with the supervisory unit was later modified to reflect an increase of 2% in 2011 instead of 4% and 2.25% in 2012 instead of 4.5%. In exchange, the County committed to continue certain staffing levels at their existing levels rather than impose layoffs.

increases of \$1,250 in 2008 (not on base) followed by increases of 3% in 2009, 4.5% in 2010 and 4.5% in 2011.

The last collective bargaining agreement between the parties covered the period January 1, 2004 through December 31, 2007. At some point well after the expiration of the agreement, the parties began negotiations for a successor contract. The negotiations were unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, a PERB-appointed mediator met with the parties. Mediation was unsuccessful and on May 13, 2011, the Union filed a Petition for Interest Arbitration (County Exhibit A) pursuant to Section 209.4 of the Civil Service Law.

The County filed a Response to said Petition on May 26, 2011 (Joint Exhibit B). Thereafter, the undersigned Public Arbitration Panel was designated by PERB, pursuant to Section 209.4 of the New York State Civil Service Law, for the purpose of making a just and reasonable determination of this dispute.

Hearings were conducted before the Panel at the offices of the County on January 6, 2012 and January 19, 2012. The parties were represented by counsel at both hearings. Both parties were afforded the opportunity to present evidence, call witnesses and to cross-examine adverse witnesses. Both parties submitted numerous and extensive exhibits and documentation, as well as extensive arguments on their respective positions. The parties submitted written briefs on the outstanding issues in May 2012.

Thereafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by the parties. After significant discussion and deliberations at the Executive Session held on May 25, 2012, the Panel reached agreement on the terms of this Interest Arbitration Award. The Award is a compromise and represents a unanimous Award.

Accordingly, all references to "the Panel" in this Award shall mean the entire panel though references to the Panel Chair represent the opinion of the Panel Chair and at least one concurring member of the Panel.

The positions taken by both parties are quite adequately specified in the Petition, the Response, numerous hearing exhibits, and post-hearing written submissions, which are all incorporated by reference into this Award. Such positions will be merely summarized for the purposes of this Opinion and Award. Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period January 1, 2008 through December 31, 2009.

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

## COMPARABILITY

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

### Union Position

The Union contends that its members should be compared primarily with other police agencies that are within Sullivan County. It contends that the other police agencies include the Village of Monticello Police Department, the Village of Liberty Police Department and the Town of Fallsburg Police Department. The Union justifies its universe of comparables by asserting that employees in this universe constitute the labor market that competes for skills and services of individuals in the unit. They also have the same job description, similar skills and similar training. Furthermore, they face a similar population of criminals and reside in communities with the same tax burdens and housing costs.

The Union argues there is substantial overlap in coverage among these agencies simply due to geography as well as its members’ role in providing police coverage to the entire County. It notes that it routinely provides backup to the other police agencies in the County and that it often takes a leading role due to its unique level of expertise. Along those lines, the Union notes asserts that it has the only SWAT team in the County and provides most of the School Resource Officers to schools in the County.

The Union insists that its economic benefits compare very unfavorably to the three local police agencies. The Union maintains that all three of the other agencies earn at least 20% more than its members and that this disparity is completely unacceptable.

The Union recognizes that it is also relevant to compare itself to other County Sheriff's Departments. In the Union's estimation, some of the counties proposed as comparables are completely irrelevant. For example, although Delaware County borders Sullivan County, its department consists of only 12 officers, it does not provide 24 hour police coverage and its Index Crime Statistics are a fraction of Sullivan County's.

The Union asserts that its expert, Ed Clouse, testified about the most comparable jurisdictions and that his testimony should be given credence. Mr. Clouse testified that based on his familiarity with the agencies that the most comparable counties are Ulster County, Columbia County and Broome County. The Union asserts that the work of officers in these jurisdictions is very similar to the work of Sullivan County's deputies. When this is considered with the demographic similarities, it becomes abundantly clear that they are the most comparable communities. Although Ulster County's deputies also do not have a contract past 2007 (which renders them hard to use from a comparability perspective), the Union cites the raises received by deputies in Columbia and Broome County as justification for its economic proposals.

Finally, the Union stresses that the County's settlements with its other bargaining units cannot be ignored. In the Union's view, while its members have languished without a contract since 2007, other units have done extremely well. The Union observes that all of the bargaining units received one or two years of significant pay not added to base followed by healthy base wage increases ranging from a minimum

of 3% to a maximum of 16%. The Union states that it would be content with a wage award equivalent to any of the settlements reached with other bargaining units.

### County Position

The County contends that its universe of comparables should be limited to the counties of Clinton and Herkimer. The County asserts that these counties are small, rural counties that share a host of similarities. They all have populations that are almost the same with Sullivan at 77,547, Clinton and 82,128 and Herkimer at 64,159. They all have median household income and unemployment rates that are similar as well. For example, the median household income of Sullivan is \$43,882 while the median household income is \$44,193 and the median household income of Herkimer is \$42,876. All three have unemployment rates in the same range as well with Sullivan's at 9.2%, Clinton at 10.2% and Herkimer at 8.4%.

The County strongly objects to the Union's proposed universe of comparables. It asserts that Ulster, Columbia and Broome are not comparable to Sullivan because they share little in common. For example, Ulster County's population is nearly two and one-half times greater than Sullivan County's population and its median household income far exceeds that of Sullivan. While Columbia County is similar in size to Sullivan, the County contends that they share little else in common. Columbia County has much greater overall wealth than Sullivan, has a much greater median household income and a much lower unemployment rate (7.6% compared to Sullivan's unemployment rate of 9.2%). Finally, the County asserts that Broome County and Sullivan could not be more different. Broome County has nearly three times the population of Sullivan County and a much lower unemployment rate. In the end analysis, since the Union's proposed

comparables either have a significantly greater population or substantially better economic conditions, all of its proposed comparables should be disregarded by the Panel.

The County avers that the police agencies within the County are not appropriate comparables. The County maintains that the distinctions in the way villages and counties operate economically mandates that the local agencies not be considered a comparable. The County contends that a village's public safety expenses are usually the largest component of a village's budget. On the other hand, a county's social service expenses usually far exceed public safety expenditures. In addition, the County observes that the Union did not present any evidence demonstrating that Sullivan County deputies have a history of leaving employment with the County to take a police officer position with the villages or town departments in the County.

#### **Panel Determination on Comparability**

The Panel finds that the most comparable jurisdiction to Sullivan County is Greene County. Both jurisdictions have a similar number of residents, similar household incomes and have similar unemployment rates. Both jurisdictions provide 24/7 police service in counties where they serve as the primary police agency for a large portion of their county and a backup agency in the few municipalities with police departments. Both jurisdictions are small, rural communities with one or two villages with some urban characteristics. While Sullivan County has the villages and Monticello and Liberty and the rest of the County is mostly rural, Greene County has the Village of Catskill and the rest of it is mostly rural.

Of significant note is the fact that Greene and Sullivan counties have virtually the same median home value, the same per capita income and the same median household

income. Sullivan County's median home value is \$181,000 while Greene's is \$179,100. Sullivan's per capita income is \$23,491 while Greene's is \$23,392. Sullivan's median household income is \$43,384 while Greene's is \$45,492. The close resemblance in statistics persuades the Panel that Greene is the most comparable county to Sullivan.

The Panel Chair rejects the Union's proposed list of comparables. Columbia County has much greater wealth than Sullivan County and much lower unemployment. Broome County and Ulster County are vastly different than Sullivan County. Broome is a much larger county than Sullivan while Ulster is not only much larger but it is also much wealthier.

The Panel Chair rejects the County's proposed list of comparables. Its proposed comparables are in different parts of the State than Sullivan. Clinton County is in the Adirondacks and Herkimer County is well north of Sullivan County and in a different region of the State. While they share certain statistical similarities, they share little else in common.

The Panel determines that the Village of Monticello should be given limited consideration as a comparable jurisdiction. The Village of Monticello Police Station is merely steps from the home of the County's government. The Village's police officers share similar working conditions, share the same jurisdiction and have the same housing market as the County's deputies. The fact that they are a different form of government makes them distinguishable to the point where the Village of Monticello should not be considered the most significant comparable. However, it should be considered as a comparable.

Accordingly, the Panel finds that pursuant to the statutory criteria, the comparable having the greatest influence over the Panel is Greene County. The Panel finds that the Village of Monticello also should be accorded limited weight as they share some similarities that make them comparable with Sullivan County.

### **ABILITY TO PAY**

#### **Union Position**

The Union asserts that the evidence presented conclusively establishes that the County has the ability to pay for a fair and reasonable increase. According to the Union, there are several aspects of the County's budget that show that the County is in much better financial shape than it claims it is in. For example, the Union contends that its financial expert, Edward Fennel, and the County's financial expert, Joshua Potosek, the County Commissioner of Management and Budget, both testified that the County ended Fiscal Year (FY) 2011 with an undesignated fund balance of approximately \$9 million.

The Union maintains that County Exhibit 14 shows that the County concluded FY 2011 with more than \$9 million in undesignated fund balance. This statistic was again repeated in the County's 2012 tentative budget where it estimates the County's undesignated fund balance to be \$9,069,797.

According to the Union, the only difference between Mr. Fennel's testimony and Mr. Potosek's testimony is that Mr. Potosek went beyond the 2011 fiscal year. The Union concedes that Mr. Potosek testified that the County appropriated \$6,979,091 of its 2011 undesignated fund balance for 2012 operations, leaving the County with a more modest fund balance of \$2,093,706.

The Union insists that the County's claim that it lacks the ability to pay should be rejected because any alleged inability to pay is completely self-inflicted. The Union notes that the County was well aware that this proceeding would be resolved some time in 2012. Thus, the County's possible failure to budget an appropriate amount to cover the anticipated award should not be a basis to deny the deputies the raises they clearly deserve.

The Union notes that the County's claim that it lacks the ability to pay is completely inconsistent with its actions toward the other bargaining units in the County. The Union notes that the County's agreements with all of its other bargaining units were reasonable and required the County to spend money from its coffers. All of the agreements provided salary increases in multiple years, some of which far exceeded the cost of living. In the Union's view, when the County reached these agreements it clearly knew that it had to set aside money for a settlement with the deputies down the road. Any other response is illogical and cannot be given credence.

In sum, the Union insists that the County's finances are solid and that it has the means and ability to pay for a reasonable award.

### **County Position**

The County insists that the Panel cannot ignore the fact that the County is suffering the effects of one of the greatest economic recessions in this country's history. In the County's view, this is particularly problematic for it because it is a county of modest means, i.e., poor.

The County stresses that the number of residents living below the poverty level and in need of assistance continues to rise. The County cites increased numbers of

families utilizing welfare programs such as food stamps, the family assistance program, Family Health Plus insurance and Medicaid. It worries that that figure is on the rise because unemployment in Sullivan County is extremely high (8.9% in 2009 from a low of 5.2% in 2006). The County notes that delinquent taxes have become a serious concern because the County is required to make up any shortfalls school districts do not collect and the delinquencies are on the rise. Foreclosures have increased from 2,290 in 2006 to 2,677 in 2007.

The County insists that its General Fund expenditures have been exceeding revenues in each of the past several years. It notes that its pension liability between 2010 and 2011 alone increased by nearly \$2 million. When these increases are considered along with health insurance increases, it becomes abundantly clear as to why the County had no choice but to use much of its unreserved fund balance to balance the 2012 budget. Simply stated, its revenues are not matching up favorably with its expenses. In the County's view, its \$2 million of fund balance is woefully inadequate. However, its residents cannot afford to pay for increases in taxes so the County is struggling to make ends meet.

With the County's bleak economic picture, it insists that it has no choice but to contain its expenses. In the County's view, the question is not whether the County's taxpayers can afford to pay local taxes but whether the taxpayer can even survive the current economic downturn. For these reasons, the County argues that it would not be fair and reasonable to grant the Union's proposals.

### **Panel Determination on the County's Ability to Pay**

The Panel recognizes that during the term of this Award, the national, New York State and local economy went into a tailspin unlike anything seen in recent memory. Revenues went down and unemployment substantially increased. The number of people in the County on public assistance and the increase in the number of foreclosures is alarming. New York and its municipalities have clearly been affected by the uncertainties caused by the past recession that occurred during part of the term of this award.

On the other hand, the Panel finds that the record establishes that the County has been doing a prudent job of managing its resources. The County clearly has allocated monies for settlements with all of its bargaining units as evidenced by the deals it has struck with the various bargaining units. This gives the Panel the confidence that the County has allocated a limited amount of money to pay for the deputies award.

The Panel is confident that the County's prior fiscal management will allow it to maintain a fiscally solvent position despite the difficult economy. The Panel finds that many of the Union's proposals cannot be granted, but that the County has the ability to pay for the wage increases set forth in this Award. Thus, the Panel finds that the wage increases awarded herein constitute a fair and reasonable Award.

### **THE INTERESTS AND WELFARE OF THE PUBLIC**

#### **Union Position**

The Union argues that there is no question that the work performed by members of the unit positively impacts the interests and welfare of the public. It asserts that its deputies protect life and property by fighting crime and preserving the peace in the County.

The Union stresses that the County taxpayers benefit from having a professional, well-trained Sheriff's office. The Union insists that its deputies provide valuable law enforcement coverage that ensures that the residents of the County are well protected. The Union maintains that wages and benefits for its deputies must be increased and brought in line with comparable jurisdictions so that the County can attract and retain quality officers. The Union opines that the Panel must issue an Award that allows its members to remain competitive with other officers in the universe of comparables so as to assure that its offers will not leave the County for other positions in the area.

### **County Position**

The County stresses that the Panel is obligated to consider the fact that its Award will directly affect the citizens and taxpayers of the County and the economic future of the County for years to come. The County observes that the Panel must consider the fact that it is allocating one aspect of the County's limited resources. It must consider the fact that citizens in the County earn less on average than County deputies. It must also consider the fact that citizens in the County are struggling with increased unemployment, increased tax burdens and declining values of their homes. These considerations, along with the fact that the economic forecast is not bright, mandate that the Panel exercise its power with great care and caution while fashioning its Award.

### **Panel Determination on Interests and Welfare of the Public**

The Panel has given serious consideration to the arguments of the parties relative to the interests and the welfare of the public. In looking at this specific issue, the Panel finds that the Union's argument that the public benefits by having a competitively compensated police force must be given some credence. It influences the Panel's

determination on the issues of the overall wage adjustment. In other words, the Panel's Award in the area of salary is premised on the recognition that it is prudent for the County and beneficial to the public for its officers to remain competitively compensated.

At the same time, the Panel has rejected the Union's demand for many of the economic increases proposed by the Union because it is concerned about the detrimental effect that any increases in this area can have on the public. The County's taxpayers would be exposed to tens of thousands of dollars of additional financial burdens each year if the Panel awarded the Union's economic proposals that go beyond the general wage adjustment. This is not in the interest of the public. Several of the Union's economic proposals besides the base wage adjustment were rejected by the Panel primarily for this reason.

#### **CONSIDERATION OF PECULIARITIES OF THE POLICE PROFESSION**

The Panel notes that it has also given consideration to a comparison of the police profession with other trades or professions. The Union asserts that the police profession is so unique that no other useful comparison can be made with other trades or professions. It asserts that its deputies are engaged in extremely dangerous work and that they work each and every shift with the possibility that they could be gravely injured or killed. They are required to have certain physical abilities, educational requirements and significant job training.

The parties do not dispute the fact that appropriate weight must be given to the especially hazardous nature of police work and the unique training, skills and pressures that deputy sheriffs face each day. The Panel finds that the peculiarities of the profession mandate direct comparison with deputy sheriffs and other police officers. Although the

Panel will give serious consideration to the County's handling of negotiations with its other non-police municipal workers in this Award because the Panel considers it to be relevant at this point in time, the direct comparison with other police officers is most relevant over time.

### BASE SALARY

#### Union Position

As in almost every interest arbitration, the appropriate salary increase is at the heart of the dispute. The Union notes that while its members have languished without a contract, members of the other bargaining units in the County have fared very well with multi-years settlements that are generous in this economic climate. It notes that Teamsters Local 445, which represents over 600 employees in the County, received \$1,250 not on base for 2008 followed by wage adjustments added to base of 3% in 2009, 3% in 2010, 4% in 2011 and 4.5% in 2012. It notes that the CSEA unit representing correction officers received payments of \$2,083 not added to base in both 2008 and 2009 followed by raises of 16% in 2010, 4% in 2011 and 4% in 2012. Finally, Department of Public Works employees received wages of \$1,250 not added to base in 2008 followed by increases of 3% in 2009, 4.5% in 2010 and 4.5% in 2011.

The Union stresses that its members would be content with an award that is similar to those received by the other bargaining units in the County. It insists that it is simply unfair for the County to treat those employees fairly and take a completely different approach with its law enforcement officers who risk their lives every day. It

contends that these intra-county comparables must be given serious consideration by the Panel in framing the award.

The Union maintains that a salary increase is strongly justified when one considers the salaries and benefits provided to local police agencies in Sullivan. In the Union's view, its members provide the same police services and work in the same environment while earning considerably less. The Union stresses that its deputies all buy and maintain the same homes in the same real estate market, shop in the same stores and pay the same real estate taxes. Since all of the local agencies earn at least 20% more than deputies, a wage award that is at least equal to the amount provided by the County to the other units is warranted.

The Union asserts that its proposal is supported by a review of the settlements received by other deputy sheriff units in some of the proposed comparables. For example, the Union observes that Columbia County's deputies received raises in the vicinity of 3% to 3.5% from 2007 to 2011. In Broome County, the deputies received raises of 3% for 2008 and 2% for 2009.

The Union maintains that the County's argument that it lacks the ability to pay must be rejected. It argues that its financial expert testified that the County had a healthy fund balance of more than \$9 million at the end of 2011. Although the Union concedes that the County drew down much of that fund balance to balance its 2012 budget, the Union asserts that the County agreed to healthy wage increases with other bargaining units at times when their fund balance was not nearly as healthy as it was at the end of 2011. According to the Union, the CSEA settlement was agreed to at a time when the

County's fund balance was approximately \$4 million and the Teamsters settlement was agreed to when the County's fund balance was approximately \$2 million.

In the Union's view, there is no doubt that the County has set aside money for raises for its deputies. To the Union, it is simply unfair and fiscally imprudent for the County to have settled contracts with all of the other units while disregarding its deputies. The Union contends that the more plausible scenario is that the County knew full well that it would have to set aside monies for a settlement with its deputies and that it actually did set aside money. It argues that it showed that money was set aside in prior budget years and that the County's claim that it lacks the ability to pay is illusory. It urges the Panel to award a salary increase that is at least the same as the amounts received by the other units.

#### **County Position**

The County wholly rejects the Union's economic proposals. The County asserts that common sense suggests that it should not be forced to tax its citizens to the highest legal limit. The County stresses that it should not be forced to jeopardize its financial future by meeting the Union's demands. This will overextend the County and could very well lead to layoffs and reduced services.

The County notes that the fiscal crisis of the county, state and nation cannot be ignored. It notes that when the parties began negotiations New York State and the nation was in a fiscal collapse unlike anything seen in recent memory. Financial institutions collapsed, the housing market collapsed and foreclosures went through the roof. The County stresses that all economic indicators continued to show downward trends in 2009.

The County saw its sales tax revenues fall while social security and pension costs increase. To make matters worse, the demand for its services increased.

The County asserts that the Union's proposals cannot be awarded without serious concessions on health insurance to offset some of the monies awarded. The County maintains that any other outcome is unfair and will have a detrimental impact on the County's services at a time when its residents need greater assistance.

The County avers that all of the wage increases negotiated with other bargaining units occurred along with agreements to concessions such as increased health insurance premium contributions by employees. More importantly, these wage adjustments are no longer available because as the economy faltered and its economic condition worsened, the availability of funds for increases no longer exists.

The County insists that exhibits introduced by both parties demonstrate that County deputy sheriffs and sergeants are competitively compensated. It notes that deputies' wages in 2007 were higher than deputies in the counties of Ulster, Clinton, Herkimer and Broome County.

The County states that it recognizes the dedication and hard work of the deputies. It says that it employs a knowledgeable and well-trained staff of deputies.

However, the County maintains that it has an obligation to the taxpaying public and that it cannot sustain any additional costs at this time. It notes that it has seen its revenues decline and its expenses increase to the point where it has absolutely no additional monies to support any salary increases. It notes that its unreserved fund balance has shrunk from \$9 million in 2011 to \$2 million in 2012. This steady decrease in fund balance has left the County in the precarious position of having limited operating

expenses. The County stresses that its overall economic picture is precisely why the Panel should either award health insurance concessions along with a salary increase or award non-recurring payments not added to base that will not increase the County's long term expenses.

### **Panel Determination on Salary**

Salary is the most important element in any labor agreement. Employees have the utmost concern about the wages they will receive and salary represents a very significant expenditure for the County. The Panel has focused, after considering all of the statutory criteria, on balancing the reasonable economic needs of County deputy sheriffs with the obligations of the County in the context of what is fair and reasonable in the changed economy.

The record contains data that supports both parties' positions. The County faces genuine economic concerns. It has had to contend with recent decreases in revenue and an economy that is more fragile than has been seen in this area and country for many years. The stock market crash and the federal government bailouts of so many international companies, coupled with the skyrocketing unemployment rate, are genuine issues that cannot be ignored.

The general state of the economy and the difficult tax burden faced by taxpayers, whose burden has increased substantially in recent years, lead the Panel to conclude that the base wage proposal made by the Union must be moderated and that all of the other wage proposals made by the Union must be rejected.

The Union's base wage proposal of a five year settlement similar to the settlements received by other County bargaining units cannot be granted because the County has not authorized the Panel to go beyond the two year period that it is statutorily authorized to address. To the Panel Chair, this is highly relevant because the County reached long term agreements with its other bargaining units that provided for wage adjustments in later years that exceed the Consumer Price Index and are more generous than what has been happening in many jurisdictions in the recent past. At the same time, the settlements are also noteworthy because they were reached in exchange for health insurance concessions that saved the County money. Since the Panel is not authorized to go beyond two years and the multi-year settlements were clearly predicated on significant salary increases in the later years of the agreements in exchange for health insurance concessions, the Panel must deviate from these intra-County settlements. The Panel's charge is to determine what is appropriate for the deputies in 2008 and 2009 only.

To the Panel Chair, the most appropriate outcome is one calling for wage adjustments in the years of this award that are similar to those received by the other bargaining units with no other changes. Since this award will provide contractual benefits to deputies only through December 31, 2009, the Panel Chair urges the parties to come together in the near future to try to work out a multi-year agreement providing for concessions in the area of health insurance in the context of a multi-year agreement. In the absence of that being able to occur at this point in time, the Panel Chair finds this award to be the most appropriate outcome.

The Panel finds that the County has the ability to pay for an increase in base wages that is in the range with what it has agreed to with several of its other bargaining

units in 2008 and 2009. When considering base wages, the Panel finds clear support for its determination that an increase in wages is justified in order to keep deputy sheriffs at or near their present position vis-à-vis the universe of comparables. The adjustments of 1.0% effective January 1, 2008, 1.0% effective July 1, 2008, 1.0% effective January 1, 2009 and 2.0% effective July 1, 2009 will allow Union members' base wages to remain competitive and comport with the cost of living during this time. This is particularly the case when one considers the fact that Greene County's deputies received wage adjustments during this time period that exceeded the amount awarded by this Panel. The Panel believes the increases granted will help the deputies remain somewhat competitive with the comparables.

A consideration of the statutory criteria also allows the Panel to take into consideration the County's settlements with other bargaining units. When the Panel considers the fact that the County has agreed to long term agreements with the other units for part of the time period covering this Award that are in excess of this salary award, the Panel reaches the conclusion that its award is fair and appropriate.

Finally and probably most importantly is the fact that the Panel determines that the County has the ability to pay for this award. The partial deferral of the 2008 and 2009 wage increases will reduce the County's costs of retroactivity for each year because more than 50% of the raises will only be provided in the second half of each year.

In making the salary determination herein, the Panel has carefully considered all of the financial data and arguments presented by both parties, and have applied such data to the criteria mandated by statute as specified in Section 209.4 of the Civil Service Law.

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 BASE SALARY**

1. Base salary will be increased by 1% effective January 1, 2008; 1% effective July 1, 2008; 1% effective January 1, 2009 and 2% effective July 1, 2009.

**REMAINING ISSUES**

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

**AWARD ON REMAINING ISSUES**

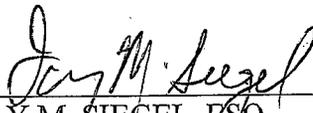
Except for those proposals that are part of this Award, any proposals and/or items other than those specifically modified by this Award are hereby rejected.

**RETENTION OF JURISDICTION**

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

**DURATION OF CONTRACT**

Pursuant to the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law), this Award provides an Agreement for the period commencing January 1, 2008 and ending December 31, 2009.



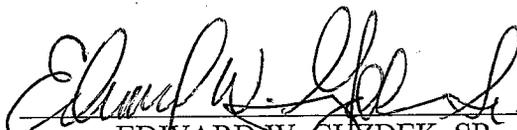
JAY M. SIEGEL, ESQ.  
Public Panel Member and Chairman

8/13/12  
Date



PAUL J. SWEENEY, ESQ.  
Employer Panel Member

8/9/12  
Date

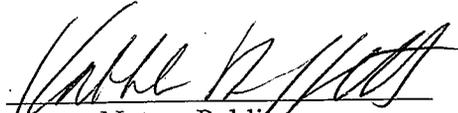


EDWARD W. GYZDEK, SR.  
Employee Organization Panel Member

8/10/12  
Date

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

On this <sup>13<sup>th</sup></sup> day of August 2012 before me personally came and appeared Jay M. Siegel, Esq., to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.

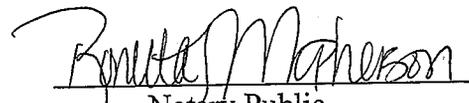
  
Notary Public

KATHLEEN DUFFETT  
Notary Public, State of New York  
No. 02DU6128192  
Qualified in Putnam County  
Commission Expires 06/06/20 <sup>13</sup>

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

On this <sup>9<sup>th</sup></sup> day of August 2012 before me personally came and appeared Paul J. Sweeney, Esq. to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.

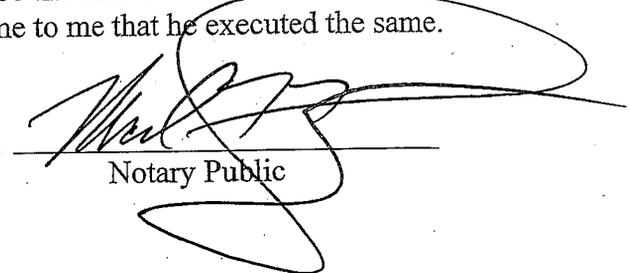
RONITTA J. MCPHERSON  
Notary Public, State of New York  
No. 01MC6141851  
Qualified in Tioga County  
Commission Expires February 27, 20 <sup>14</sup>

  
Notary Public

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

On this <sup>10</sup> day of August 2012 before me personally came and appeared Edward W. Guzdek, Esq. to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.

MICHAEL T. TRACHIMOWICZ  
Notary Public, State of New York  
Qualified in Niagara County  
My commission expires MAY 3rd, 20 <sup>15</sup>

  
Notary Public