

RECEIVED

MAR 01 2013

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

\*\*\*\*\*

In the Matter of Interest Arbitration

CONCILIATION

between

Opinion and Award

County of Chemung and Sheriff of Chemung  
Public Employer

For the Period  
January 1, 2009 to  
December 31, 2010

and

Chemung County Deputy Sheriffs'  
Association, Inc.  
Employee Organization

(PERB Case No. IA2011-022  
M2010-232)

\*\*\*\*\*

**APPEARANCES**

*For the Employer:*

Bryan J. Maggs, Esq. – Attorney for Chemung County  
Christopher Moss, Sheriff  
Joseph Sartori, Treasurer  
Joy Bermingham, Personnel Administrator

*For the Chemung County Deputy Sheriffs' Association, Inc.,  
Affiliated with the New York State Union of Police Associations, Inc.:*

John K. Grant, Esq. – Law Offices of John K. Grant, P.C.  
Michael Ruocco, Association President  
Kasey A. Slater, Association Secretary-Treasurer  
Kevin R. Decker, Economic Consultant

Having determined that a dispute continues to exist in negotiations between the County of Chemung and Sheriff of Chemung (Employer) and the Chemung County Deputy Sheriffs' Association (Union), the New York State Public Employment Relations Board (PERB), pursuant to its authority under the Taylor Law, designated a tripartite Public Arbitration Panel for the purpose of making a just and reasonable determination of

the dispute. The designated Panel comprises Michael S. Krusen, Deputy County Executive, as the Public Employer Panel Member; Anthony V. Solfaro, President of the New York State Union of Police Associations, Inc., as the Employee Organization Panel Member; and Howard G. Foster as the Public Panel Member and Chairperson. This Award constitutes the Panel's determination of the issues in dispute.

### **BACKGROUND**

The Union represents for collective bargaining purposes a bargaining unit including 42 law-enforcement personnel. It also represents certain clerical personnel and 911 communication operators who are not part of this proceeding. The last collective bargaining agreement (CBA) between the Employer and the Union expired on December 31, 2008. On October 11, 2011, the Union petitioned for the present interest arbitration to cover the period January 1, 2009, to December 31, 2010. The Panel was appointed on December 1, 2011.

A hearing was held before the Panel on June 28, 2012, in Elmira, New York. The parties submitted post-hearing briefs on October 2, 2012. The Panel met in executive session in Elmira on November 7, 2012, as well as conducting telephone conference calls, to discuss its determination in this arbitration.

Under Civil Service Law §209.4(g), the Panel is limited to issues "directly related to compensation." All of the initial demands made by the parties in negotiations remain unresolved for this proceeding. The Panel has reviewed all of the demands submitted in the parties' respective petition and response to interest arbitration. In summary, they include the following:

1.	Section 4.02(B)	Pay for work on holidays
2.	Section 4.02(G)	Holiday pay
3.	Section 4.02(I)	On-call pay
4.	Section 4.03(C)	Retroactivity
5.	Section 4.04	Out-of-title work
6.	Section 4.05	Compensatory time
7.	Section 4.06	Night differential
8.	Section 5.02	Vacations
9.	Section 5.05	Sick leave
10.	Section 5.06	Terminal pay/escrow
11.	Section 5.06(E)	Retiree health insurance
12.	Article 6	Health insurance contribution
13.	Article 6	Health insurance buyout
14.	Section 7.03	Retirement plan
15.	Section 17.03	Clothing allowance
16.	Wage schedules	Wages (including longevity)

The section below summarizes each issue as follows: (1) the current provision in the CBA, if any; (2) the changes demanded; and (3) the arguments made by the parties, if any, in support of or in opposition to the specific demands.

### SUMMARY OF DEMANDS

#### Work on Holidays

The current CBA provides that employees who work on any of the named 5 "major" holidays shall be paid 2½ times their hourly rate plus an additional day off. The Union seeks to expand this provision to all 14 holidays named in the contract. The Employer notes that the Union has offered no cost estimate for this proposal, and there is nothing in the record to suggest that the current benefit treats employees unfairly.

#### Holiday Pay

The current CBA provides that employees who work on a holiday other than one of the named 5 major holidays shall be paid 1½ times their rate plus another day off. The

Union proposes to change the existing contract language to provide that employees who are called in on a holiday when not scheduled to work that day shall be paid triple time.

#### **On-Call Pay**

The current CBA provides that employees assigned to the Criminal Investigation Division who are required to be on call shall be paid a bi-weekly stipend of \$150. The Union proposes to increase this stipend to \$200 for 2009 and \$250 for 2010. It contends that the current payment is wholly inadequate to compensate investigators for the restrictions on their lives created by their on-call status. The Employer notes that employees are on call every third week only.

#### **Retroactivity**

The Union proposes that retroactive increases in the wage schedules and other benefits awarded be paid to all employees who worked during the expired CBA.

#### **Work in Higher Classification**

The current CBA provides that "employees assigned to work out-of-title in a higher classification shall be paid at the Step in the title to which he/she is being assigned which reflects a minimum of a five percent increase over the employee's regular rate." The Union proposes to increase this percentage to 10 percent.

#### **Compensatory Time**

The current CBA provides for the accrual of compensatory time for extra work in lieu of monetary payment, limited to 50 hours. The Union proposes to increase the maximum accrual to 50 *days*.

### **Night Differential**

The current CBA has no provision for a night differential. The Union proposes to establish a differential for the "C" line shift in the amount of \$0.50 per hour for 2009 and \$1.00 per hour for 2010; and a differential for the "A" line shift in the amount of \$1.00 per hour for 2009 and \$1.50 per hour for 2010. The Union contends that night differentials are common among law-enforcement agencies, including the agencies with which this unit should be compared. The Employer notes that it has no difficulty finding employees, including experienced officers, to work the evening and night shifts.

### **Vacations**

The current CBA provides for the accumulation of vacation time at the bi-weekly rate of 3.5 hours for employees with less than 5 years of service; 5.0 hours at 5 to 10 years of service; and 6.75 hours at 10 years of service and above. Vacation time may be accumulated up to 35 work days. The Union proposes to increase the rate of accrual to 4.0, 5.5, and 8.0 hours respectively, and to increase maximum accumulation to 40 work days. The Employer contends that the Union has provided no indication of how such increased time off would affect the need for additional staffing or overtime.

### **Sick Leave**

The current CBA provides for the accumulation of sick leave at the rate of 1 day per month, to a maximum of 200 days. The Union proposes to increase the rate of accumulation to 4 hours every 2 weeks, with no maximum. The Employer contends that the Union has provided no indication of how such increased time off would affect the need for additional staffing or overtime.

### **Terminal Pay/Escrow**

The current CBA provides for payments based on unused leave time (sick, vacation, and compensatory) to employees whose employment is terminated. It also provides that the payment for unused sick leave may be converted to an escrow account and used to pay for a retiree's post-employment health insurance, not paid for by the Employer. The Union proposes various improvements in the nature and amount of time eligible for such payments (adding, for example, unused holiday time), and it also proposes that all forms of unused leave time (not just sick leave) be convertible to escrow. The Employer contends that the Union has provided no cost estimate for these proposals or any explanation of why the present benefit is unfair.

### **Retiree Health Insurance**

The current CBA provides for health insurance for retirees and/or eligible dependents, to which the Employer contributes 50 percent of the cost of the individual premium and 50 percent of the cost of the dependent premium. The Union proposes to increase the Employer's contribution to 100 percent of the cost of the individual premium and a scale of contributions to the dependent premium based on the return of paid leave upon retirement.

### **Health Insurance Contributions**

The current CBA provides for certain health, dental, and optical benefits. For the Employer's indemnity health plan, which is the dominant one, employees pay 12 percent of the individual or family premium cost, with a cap of \$70 per bi-weekly pay period. The Employer proposes to increase the cap to \$75 per bi-weekly pay period. The

Union argues that no increase is warranted as the existing cap is sufficient to cover the premium equivalent that applied in 2009 and 2010, and that the level of employee contribution is already substantial.

#### **Health Insurance Buyout**

The current CBA provides that employees may opt out of their health-insurance coverage and receive a \$1,500 payment in lieu thereof. The Union proposes to increase the payment to 50 percent of the applicable premium equivalent. The Union argues that such buyouts save money for the Employer, that the current payment does not provide a sufficient incentive for employees to opt out, and that most of its comparables offer a higher buyout.

#### **Retirement Plan**

The current CBA provides for retirement benefits under the 25-Year Plan of the Retirement and Social Security Law. The Union proposes to change the coverage to the RSSL's 20-Year and 1/60th Plan. The Employer argues that the cost of this proposal would be astronomical.

#### **Uniform Allowance**

The current CBA provides for a uniform allowance in the amount of \$575 for uniformed deputy sheriffs and \$775 for those in civilian clothing. The Union proposes to increase all amounts by \$50 for 2009 and an additional \$75 for 2010. It contends that virtually all of its comparables provide clothing allowances greater than the allowance this unit receives. Moreover, some other comparables employ a quartermaster system, by which those employers accept responsibility for cleaning and maintaining uniforms at

no cost to the employee. The Employer argues that there is no evidence to suggest that the current allowance is inadequate to meet the clothing and equipment needs of employees.

### **Wage Schedules**

The current CBA provides a 10-step wage schedule, comprising an Entry wage plus 9 numbered steps. Movement from Entry to Step 5 is made each year, and Steps 6 through 9 are "longevity" steps, attained at 10, 15, 20 and 22 years of service. The wage range for deputy sheriffs is \$34,124 (Entry) to \$50,030 (Step 9). The ranges are higher for the Sergeant, Lieutenant and Captain titles. For 2009, the Union proposes a new schedule, with a range of \$40,509 to \$54,403 for deputy sheriffs, and with longevity steps at years 9, 13, 17, and 21. It also proposes a new grade for investigators, with a 2.5 percent differential starting at Step 5, and higher percentage differentials for the Sergeant, Lieutenant and Captain titles. For 2010, the Union proposes an across-the-board increase of 5 percent. The Employer proposes a wage freeze for 2009, and an across-the-board increase for 2010 that is consistent with the increases that have been negotiated with other County bargaining units.

### **POSITION OF THE UNION**

The Union notes that the Taylor Law requires a comparison of the wages, hours and working conditions of the bargaining unit to those of "other employees performing similar services or requiring similar skills under similar working conditions." It contends that the relevant group for present purposes comprises law-enforcement personnel in surrounding counties with a small city located within them, counties with similar size of

the Deputy-Sheriff unit, as well as municipal police officers in those comparable communities. Comparable communities are generally determined by such factors as population, geographic proximity, department size, property valuation, income levels, and others. In the present case, these factors suggest that the comparable communities should include nearby counties, along with the municipal police forces in those counties and in Chemung County itself. The comparable counties, constituting those, like Chemung, with small cities in them, and similar size of the Deputy-Sheriff units, are Broome, Steuben and Tompkins. The municipalities within those 3 counties plus Chemung include the City of Elmira, Village of Horseheads, Village of Elmira Heights, City of Binghamton, City of Corning, City of Hornell, Village of Endicott, City of Ithaca, Village of Johnson City, and the Town of Vestal.

Arguably, asserts the Union, the Chemung County deputies should be compared primarily with police in the City of Elmira and the Villages of Elmira Heights and Horseheads, as they have the same qualifications, perform the same work, and are subject to the same demographic and economic considerations. But if the Panel is inclined to look beyond Chemung County, the relevant comparisons are with contiguous counties and the municipal police forces within them. The comparisons should *not* be limited to other sheriff's offices, as such comparisons are misleading given the much longer period of time that municipal police officers have had access to binding arbitration. The New York legislature extended arbitration to sheriff's deputies precisely because of the disparity between county and municipal law-enforcement personnel, even though these officers do much the same work, often in the same places.

The Union further contends that Chemung County is economically vibrant with a bright future. The Union's expert witness demonstrated persuasively that the County's financial condition is strong. It weathered the 2008-2009 recession and has added significantly to its fund balance. It led the state in sales-tax growth and full-value growth, yet it has increased its property-tax levy only minimally. Its property-tax base is growing, and its bond rating has improved. Its General Fund has enjoyed operational surpluses every year since 2007, including the turbulent 2008-2009 period. It has a substantial contingency fund. The deputies' bargaining unit comprises only about 4 percent of the County's workforce, so even a substantial pay increase for this bargaining unit would not have a large effect on property taxes or General Fund expenditures. In sum, the Employer clearly has the ability to provide a fair and equitable pay increase and to begin to rectify the blatant disparity between the deputies and police officers in comparable communities.

The Union also notes that its wage proposal includes varying adjustments at the first 5 steps, as well as a substantial increase at the entry level in order to improve the Employer's recruitment efforts. It also seeks to provide a differential for investigators, which does not currently exist, and compresses the years of the longevity steps. The record shows that the Employer has the clear ability to pay a fair and reasonable award. Such an award must be informed by comparisons with other relevant communities, which show that Chemung County deputies lag significantly behind police officers in the City of Elmira and the Villages of Elmira Heights and Horseheads, who perform identical duties. They would continue to lag these jurisdictions even if the entirety of the Union's

proposal were awarded. The Employer's proposal does not even begin to rectify the disparity.

### **POSITION OF THE EMPLOYER**

The Employer notes that the Union has sought increases in every compensation term contained in the CBA, without regard to cost or community comparisons. The proposed wages alone would amount to a 10 percent increase for 2009 and a 5 percent increase for 2010, and the Union has offered no cost estimates of its other proposals. Nor did the Union's expert witness perform a costing exercise. By contrast, the Employer has sought to maintain a rational equilibrium between the compensation of deputies and other employees within its countywide units. During the economic turbulence of 2008-2009, other bargaining units within County government negotiated a wage freeze for 2009 and modest increases for 2010 (ranging from 3 to 5 percent). The Employer asserts that a comparable proposal made to this bargaining unit was fair, reasonable and responsible, and in line with similar jobs in comparable communities.

The Employer further observes that, even without negotiated pay increases, the cost of the deputies' compensation has risen considerably. The total compensation package, due mainly to pensions, health insurance, and step increases, increased by more than 12 percent between 2008 and 2010. Further, Chemung is a relatively rural county with a median household income well below that of the New York State average. Home values are also much lower than the statewide average.

The Employer argues that Chemung County deputies fare well in any meaningful wage comparison. The relevant comparisons here should be with all contiguous counties,

including Steuben, Schuyler, Tompkins and Tioga. The Union's omission of Schuyler and Tioga Counties is based on flawed logic. Moreover, counties like Tompkins and Broome, for different reasons, bear little resemblance to Chemung. Instead of picking only affluent counties with which to make comparisons, the County looked at *all* contiguous counties, and then searched for others with a similar population and a small city. This led to the addition of Cayuga and Chautauqua Counties to its comparison pool. However, the single most relevant comparison is with Steuben County, which is similar to Chemung in household income, home values, and population, and it has two small cities. The two counties are also neighbors.

The Employer acknowledges that the pay of Chemung County deputies is lower than that of City of Elmira police officers, but this disparity is consistent with city-county disparities in other Southern Tier counties of comparable size. Thus even though it is inappropriate to compare the deputies with nearby municipal police forces, the Sheriff's Office is nevertheless very competitive. An award in the range proposed by the County would also be comparable to average pay increases for 2009 and 2010 that have been implemented in nearby communities. The Panel's award should be in line with the increases received by all the other units in Chemung County.

#### **DISCUSSION AND FINDINGS OF THE PANEL**

In arriving at a just and reasonable determination of the matters in dispute, the Panel has carefully considered the statutory criteria set forth in §209.4 of the Taylor Law, the testimony of sworn witnesses, and the exhibits and post-hearing briefs submitted by both sides. The comparability criteria include a comparison of the

compensation of Chemung County deputies with that of employees performing similar services and requiring similar skills under similar working conditions "in comparable communities." The parties have offered different views of what those comparable communities are.

The Panel judges that the appropriate list of comparable communities should include all sheriff's offices in neighboring counties, as the deputies in these offices perform much the same work as the deputies in the subject bargaining unit and in a similar environment, which may also include a small city. Chemung and neighboring counties are all rural ones in the Southern Tier of New York, some with small cities like Elmira. In addition, however, we are also persuaded by the Union's argument that comparisons with municipal police agencies operating in the region are also relevant, particularly comparisons with municipal agencies in Chemung County itself, as the officers employed by these agencies perform similar police functions and may even work side by side with the sheriff's deputies. Accordingly, the Panel considers the communities most comparable to Chemung County for present purposes to include the Counties of Schuyler, Steuben, Tioga and Tompkins, along with municipal police agencies within those counties, including the City of Elmira and the Villages of Elmira Heights and Horseheads within Chemung. The Panel is using these communities in its analysis for this 2-year award, and it does not establish a comparable-police universe for the future, which each party will be able to argue at that time.

Set forth below are the Panel's findings on the compensation issues for which an award is made. These findings constitute the Panel's disposition of issues that involve

the awarding of changes in the current compensation of the bargaining-unit members.

The other issues presented to the Panel have been carefully considered, and its finding is that, with respect to those issues, no change in the current compensation package should be made for the years covered by this award. These demands are therefore denied, and no award is made.

---

**On-Call Pay [§4.02(I)]**

In this bargaining unit, on-call pay compensates investigators for the burden of being subject to call for restricted periods. For this reason, we are persuaded that this stipend should be increased periodically in step with other pay increases, and that on-call pay should be considered part of the Investigator's regular compensation on which overtime pay is based. Accordingly, we will award an increase in biweekly on-call pay to \$175, effective on December 31, 2010. We will also award language providing that on-call pay be included in any overtime calculation. See the Award section below.

**Compensatory Time [§4.05]**

When employees earn compensatory time, it is appropriate that they be allowed to take time off in preference to pay. Increasing the current limit on that option is reasonable and has no direct cost impact. We will accordingly award language providing that employees be permitted to accumulate up to 80 hours of compensatory time and facilitating the use of that time. See the Award section below.

**Night Differential [new §4.06]**

The Panel is persuaded by the Union's argument that night differentials are not uncommon in law-enforcement agencies, and that it is reasonable to provide extra

compensation for working evenings and nights. Accordingly we will award the adoption of a new night differential, effective December 31, 2010. See the Award section below.

#### **Holidays [§5.01]**

It is necessary to amend the CBA's holiday section to reflect the actual holiday dates during the period of time covered by this award. Further, the Panel finds that the Union's proposed language regarding the use of compensatory time for holiday work is reasonable and will include it in the award. See the Award section below.

#### **Sick Leave [§5.05]**

The Panel also considers the proposed increase in the maximum number of sick days that can be accumulated for use during a major illness to be reasonable and will so award. See the Award section below.

#### **Terminal Pay/Escrow [§5.06(A) and (F)]**

The Panel looked at the cost implications of some of the Union's proposed language on this issue. It is persuaded, however, that certain cost-neutral expansions in the right of employees to convert their terminal pay upon retirement to an escrow account for payment of health-insurance premiums is warranted and will award language to accomplish this. See the Award section below.

#### **Health Insurance [§6.02]**

The Panel is cognizant of the ever-increasing cost of health insurance for both employers and employees. Under the present CBA, employees pay 12 percent of the premium-equivalent cost, subject to a cap of \$70 per bi-weekly pay period. By this current formula, the employee's share remained below the cap through 2010, but after

that the cap may cause the employee's share to decline. As we find the 12 percent share to be reasonable and not out of line with comparable communities, we are persuaded that the cap should be raised. Accordingly, we will award the Employer's proposal to increase the cap for employees covered by the County Indemnity Plan. See the Award section below.

#### **Uniform and Clothing Allowances [§17.03(A)(B)]**

The Panel notes that the last CBA increased the clothing allowance in each of the last 3 years of the 6-year agreement. The Union's evidence also shows that the allowances given in a number of the comparable jurisdictions exceed those paid in Chemung County. Thus a modest increase in this payment is warranted, although to moderate the cost we will award the increase effective on December 31, 2010. See the Award section below

#### **Wages [Wage Schedules §4.03 Schedule A]**

A comparison of law-enforcement personnel in the comparable communities used in this proceeding shows that in 2008 deputies' wages in this bargaining unit are higher than in Schuyler, Steuben, and Tioga Counties, but appreciably lower than in Tompkins County, the City of Elmira, and the Villages of Elmira Heights and Horseheads. There may well be some merit in the Union's argument that law-enforcement wages in municipalities are generally higher than in counties because of the earlier access to interest arbitration by municipal police forces, but there is also some merit in the argument that the social-service requirements on counties in New York State, and their attendant costs, are different from those of cities, towns and villages. In any event, an

individual arbitration panel cannot address these systemic differences, although it should ensure that the differences in a specific locality do not widen. Accordingly, we are moved to award salary increases for 2009 and 2010 that are consistent with those negotiated or awarded in the comparable communities used in this proceeding.

On ability to pay, both sides have presented cogent arguments. The Union's expert witness made a thorough and logical case for the affordability of the Union's demands, although some of it was effectively rebutted by the testimony of Employer witnesses. Ultimately the picture drawn by the record is one of a county not as flush as the Union suggests and not as distressed as the Employer suggests. Particularly salient are the facts that the County has not increased property taxes for several years and maintains a healthy fund balance. At the same time, it has cut positions and absorbed steady increases in its pension and health-insurance costs, even if it has not been paying wage increases for this bargaining unit since 2008. On balance, ability-to-pay considerations do not here serve as a significant constraint on any award that is justified by all of the other criteria that the Panel is obliged to consider and did.

Weighing these factors, the Panel concludes that (1) entry-level wages are low and warrant some "catch-up" increase; (2) an across-the-board wage increase of 3.0 percent for 2009 is warranted; (3) pay increases for 2010 should generally range from 2¾ percent to 3¼ percent, with the higher increases going to the higher steps that have lagged somewhat; and (4) longevity steps should be accelerated, with an additional adjustment in pay at the last longevity step. See the Award section below.

## AWARD OF THE PANEL

**1. Amend amounts in §4.02(I) as follows:**

<u>1/1/09</u>	<u>12/31/10</u>
\$150.00	\$175.00

Add the following: "Effective December 31, 2010, the above amount shall be included in the calculation of the employee's overtime rate of pay."

**2. Amend §4.05 by adding the following:**

Effective with the date and signature of the Panel Chair to this Award, a law enforcement employee shall be entitled to accumulate and carry over from year to year up to a maximum of eighty (80) hours of compensatory time. All compensatory time above the maximum set forth herein shall be paid for, in the rate of pay in effect at that time, in the last pay period of December each year. Use of earned compensatory time off shall be taken with the prior approval of the Sheriff or designee, which shall not be unreasonably denied.

**3. Implement a new provision numbered §4.06, to read as follows:**

Night Differential: Effective as set forth below, a night differential shall be paid to all law-enforcement employees who actually work road patrol duties during any of the hours of the "A" and/or "C" lines as follows:

	<u>1/1/09</u>	<u>12/31/10</u>
"A" Line (10:00 p.m. to 6:00 a.m.)	none	\$0.70 per hour
"C" Line (2:00 p.m. to 10:00 p.m.)	none	\$0.35 per hour

**4. Amend §5.01 as follows:**

Enter holiday dates for 2009 and 2010 as shown below:

	<u>2009</u>	<u>2010</u>
1. New Year's Day	January 1	January 1
2. Martin Luther King, Jr.'s Birthday	January 15	January 15
3. Lincoln's Birthday	February 12	February 12
4. Washington's Birthday	February 22	February 22
5. Memorial Day	May 30	May 30
6. Independence Day	July 4	July 4
7. Labor Day	September 7	September 6
8. Columbus Day	October 12	October 12
9. Veterans' Day	November 11	November 11

10. Thanksgiving Day	November 26	November 25
11. Day After Thanksgiving	November 27	November 26
12. Christmas Eve-2nd half of workday	December 24	December 24
13. Christmas Day	December 25	December 25
14. New Year's Eve-2nd half of workday	December 31	December 31

Also add the following to the end of the section:

Effective with the date and signature of the Panel Chair to this Award, use of earned compensatory time off by a law enforcement employee shall be taken with the prior approval of the Sheriff or designee, which shall not be unreasonably denied.

**5. Amend §5.05 by adding the following language:**

Effective with the date and signature of the Panel Chair to this Award, all law enforcement employees shall be entitled to accumulate up to a maximum of two hundred and fifty (250) sick leave days.

**6. Amend §5.06 as follows:**

**(A) Sick:**

(4) Effective with the date and signature of the Panel Chair to this Award, this sub-section shall be deleted.

**(F) Escrow**

Effective with the date and signature of the Panel Chair to this Award, add the following to read as follows:

(1) As an alternative to the provisions noted in paragraphs (A) Sick, (1), (2), and (3) of this section, law enforcement employees who retire may elect to have their sick leave payment converted to escrow with the Employer for as long as such monies last. An employee who elects such escrow conversion shall receive the following amounts toward their cost of continued Health Insurance subject to any state requirements:

Law enforcement employees retiring with more than twenty (20) but less than twenty-five (25) years of service with the Employer shall receive fifty-five percent (55%) of unused sick leave, provided, however, that in no event shall such sick leave accumulation exceed two hundred (200) days.

Law enforcement employees retiring with more than twenty-five (25) but less than thirty (30) years of service with the Employer shall receive sixty percent (60%) of unused sick leave, provided, however, that in no event shall such sick leave accumulation exceed two hundred (200) days.

Law enforcement employees retiring with thirty (30) or more years of service with the Employer shall receive sixty-five percent (65%) of unused sick leave, provided, however, that in no event shall such sick leave accumulation exceed two hundred (200) days.

(2) The retired employee shall be notified by the Employer, at least thirty (30) calendar days in advance, that his/her escrow account will become insufficient to pay the cost of his/her portion of the health insurance premium. The employee shall have the option to discontinue health insurance coverage, or pay his/her premium not paid for by the Employer as set forth herein.

(3) In the event the retiree predeceases the date on which the money in his/her escrow account would no longer be sufficient to pay the cost of his/her portion of the health insurance premium, the balance shall be returned to the surviving eligible spouse, dependent(s), or estate. Thereafter, the surviving spouse may continue to maintain health insurance by paying the plan premium directly to the Employer.

(4) The Employer shall notify any employee electing the escrow option of the amount of conversion as set forth herein to pay for the health insurance premium cost on retirement not paid for by the Employer as set forth in Section 6.02(G) – Health and Dental Insurance.

(5) A law enforcement employee who elects escrow conversion may cancel such escrow at any time and receive payment for the balance of such monies minus any additional monies received for the escrow conversion. Effective December 31, 2010, this subsection is being deleted in order to apply Section 41j of the New York State Retirement and Social Security Law regarding applying unused sick leave towards the crediting of time in the pension system.

(6) Upon retirement only, an employee who has elected to place his/her unused sick leave as set forth in (1) above, shall have the option and be entitled to convert and add the following leave provisions to sick leave, at one hundred percent (100%) of the equivalent dollar amount at that time, to pay for the health insurance premium cost on retirement not paid for by

the Employer, as set forth in Section 6.02(G) – Health and Dental Insurance:

- (a) Vacation not to exceed forty (40) days; and/or
- (b) Compensatory Time not to exceed ten (10) days; and/or
- (c) Personal Business Leave not to exceed three (3) days.

The following provides an example of the actual escrow amount of a Grade 4 Deputy Sheriff who retires with twenty six (26) years of service as of July 1, 2010 by applying the formula for conversion:

Sick Leave	200 days accumulated x 60% (more than 25 years and less than 30 years) 120 days (8 hrs x 120 = 960 hrs at 100%)
Vacation	40 days (8 hrs x 40 = 320 hrs at 100%)
Compensatory Time	10 days (8 hrs x 10 = 80 hrs at 100%)
Personal Business Leave	<u>3 days</u> (8 hrs x 3 = 24 hrs at 100%) 173 days (8 hrs x 173 = 1384 hrs at 100%)

Deputy Sheriff as of July 1, 2010:

\$54,950.00 Base Wage = \$26.4183 hourly rate  
1384 hrs at 100%  
x \$26.4183  
\$36,562.93 in Escrow

7. Amend Article 6 as follows:

**ARTICLE 6 – MONETARY BENEFITS, INSURANCE, FULL-TIME REGULAR EMPLOYEES ONLY** (pp. 13-18) – Change Article heading to **INSURANCES**

**6.02(H) Health and Dental Insurance**

(NOTE: No letter currently designated to the paragraphs on pages 14-16 of the collective bargaining agreement addressing Health Insurance) – Amend only the language regarding health insurance contribution changes for the CIP and PPO plans as follows:

Effective on the dates set forth below, an employee who elects individual or family coverage in either the County Indemnity Plan (CIP) or County PPO health insurance plan, which copies of each plan are attached hereto and

made a part of this Agreement, and on file with the Employer, he/she shall contribute towards the premium cost as follows: (N/C)

COUNTY INDEMNITY PLAN

<u>Effective Date</u>	<u>Contribution</u>
January 1, 2009	12% of the individual or family premium cost, which shall not exceed \$70.00 each bi-weekly pay period for a maximum of \$1,820.00 for the year, or whichever is less (for illustrative purposes only and as an example, if the individual premium cost is \$5,500.00 for the year, employee contributes \$660.00 for the year divided equally by the number of pay periods in that year, and if the family premium cost is \$10,500.00 for the year, employee contributes \$1,260.00 for the year divided equally by the number of pay periods in that year). <b>(NOTE: Notwithstanding the language in this paragraph, and for the calendar year 2009, full-time employees shall contribute \$34.16 for individual and \$64.20 for family health insurance premium cost for each bi-weekly pay period, and part-time employees paying the proportionate amount as set forth in 3.03).</b>
December 31, 2010	12% of the individual or family premium cost, which shall not exceed \$75.00 each bi-weekly pay period for a maximum of \$1,950.00 for the year, or whichever is less (for illustrative purposes only and as an example, if the individual premium cost is \$6,000.00 for the year, employee contributes \$720.00 for the year divided equally by the number of pay periods in that year, and if the family premium cost is \$11,000.00 for the year, employee contributes \$1,320.00 for the year divided equally by the number of pay periods in that year). <b>(NOTE: Notwithstanding the language in this paragraph, and for the calendar year 2010, full-time employees shall contribute \$36.67 for individual and \$69.42 for family health insurance premium cost for each bi-weekly pay period, and part-time employees paying the proportionate amount as set forth in 3.03).</b>

COUNTY PPO PLANEffective DateContribution

January 1, 2009

10% of the individual or family premium cost, which shall not exceed \$60.00 each bi-weekly pay period for a maximum of \$1,560.00 for the year, or whichever is less (for illustrative purposes only and as an example, if the individual premium cost is \$5,500.00 for the year, employee contributes \$550.00 for the year divided equally by the number of pay periods in that year, and if the family premium cost is \$10,500.00 for the year, employee contributes \$1,050.00 for the year divided equally by the number of pay periods in that year). **(NOTE: Notwithstanding the language in this paragraph, and for the calendar year 2009, full-time employees shall contribute \$24.21 for individual and \$42.84 for family health insurance premium cost for each bi-weekly pay period, and part-time employees paying the proportionate amount as set forth in 3.03).**

January 1, 2010

10% of the individual or family premium cost, which shall not exceed \$60.00 each bi-weekly pay period for a maximum of \$1,560.00 for the year, or whichever is less (for illustrative purposes only and as an example, if the individual premium cost is \$5,500.00 for the year, employee contributes \$550.00 for the year divided equally by the number of pay periods in that year, and if the family premium cost is \$10,500.00 for the year, employee contributes \$1,050.00 for the year divided equally by the number of pay periods in that year). **(NOTE: Notwithstanding the language in this paragraph, and for the calendar year 2010, full-time employees shall contribute \$25.92 for individual and \$46.23 for family health insurance premium cost for each bi-weekly pay period, and part-time employees paying the proportionate amount as set forth in 3.03).**

Effective with the date and signature of the Panel Chair to this Award, the prescription drug (Rx) program shall include a mandatory mail order program.

8. Amend amounts in §17.03(A) and (B) as follows:

(A)		<u>1/1/09</u>	<u>12/31/10</u>
	Deputy Sheriff	\$575.00	\$650.00
(B)		<u>1/1/09</u>	<u>12/31/10</u>
	C.I.D.	\$775.00	\$850.00

9. Create new Schedule "A" (shown below), comprising the Salary Schedules for 2009 and 2010, by adjusting the 2008 Schedule "F", Grades 4, 4A, 4B, and 4C, as follows:

Effective January 1, 2009

Increase all steps by 3.0 percent.  
Revise steps 6-9 to the following

- Step 6 to "9 YRS"
- Step 7 to "14YRS"
- Step 8 to "18 YRS"
- Step 9 at "22 YRS" (no change)

Effective January 1, 2010

Increase Entry by 6.75 percent  
Increase Step 1 to Step 4 by 2.75 percent.  
Increase Step 5 to Step 8 by 3.25 percent.  
Increase Step 9 by \$500 and then by 3.25 percent.

**SCHEDULE "A"**  
**ANNUAL WAGE SCHEDULE FOR GRADE 4**  
**DEPUTY SHERIFF**

January 1, 2009 – December 31, 2010

Grade 4	Base Wage 1/1/09	Base Wage 1/1/10
Entry	\$35,148 * \$16.8981/hr ** (3.0%)	\$37,520 \$18.0385/hr (6.75%)
Step 1 1 Year	\$39,969 \$19.2159/hr (3.0%)	\$41,068 \$19.7442/hr (2.75%)
Step 2 2 Years	\$41,724 \$20.0596/hr (3.0%)	\$42,871 \$20.6111/hr (2.75%)
Step 3 3 Years	\$42,528 \$20.4462/hr (3.0%)	\$43,698 \$21.0087/hr (2.75%)
Step 4 4 Years	\$43,355 \$20.8438/hr (3.0%)	\$44,547 \$21.4168/hr (2.75%)
Step 5 5 Years	\$47,097 \$22.6428/hr (3.0%)	\$48,628 \$23.3789/hr (3.25%)
Step 6 9 Years(1)	\$47,881 \$23.0197/hr (3.0%)	\$49,437 \$23.7678/hr (3.25%)
Step 7 14 Years(1)	\$48,505 \$23.3197/hr (3.0%)	\$50,081 \$24.0774/hr (3.25%)
Step 8 18 Years (1)	\$49,969 \$24.0236/hr (3.0%)	\$51,593 \$24.8043/hr (3.25%)
Step 9 22 Years	\$51,531 \$24.7745/hr (3.0%)	\$53,722 \$25.8279/hr (+ \$500 x 3.25%)

\* Annual amount is illustrative, and for informational purposes only. (N/C)

\*\* The hourly rate is the exact amount to be paid times forty (40) hours each week. (N/C)

(1) Denotes a compression from existing years.

**SCHEDULE "A"**  
**ANNUAL WAGE SCHEDULE FOR GRADE 4A**  
**SERGEANT**

January 1, 2009 – December 31, 2010

Grade 4A	Base Wage 1/1/09	Base Wage 1/1/10
Step 2 2 Years	\$44,841 * \$21.5582/hr ** (3.0%)	\$46,074 \$22.1510/hr (2.75%)
Step 3 3 Years	\$45,548 \$21.8981/hr (3.0%)	\$46,801 \$22.5005/hr (2.75%)
Step 4 4 Years	\$46,523 \$22.3668/hr (3.0%)	\$47,802 \$22.9817/hr (2.75%)
Step 5 5 Years	\$50,331 \$24.1976/hr (3.0%)	\$51,967 \$24.9841/hr (3.25%)
Step 6 9 Years (1)	\$51,457 \$24.7389/hr (3.0%)	\$53,129 \$25.5428/hr (3.25%)
Step 7 14 Years (1)	\$51,885 \$24.9447/hr (3.0%)	\$53,571 \$25.7553/hr (3.25%)
Step 8 18 Years (1)	\$53,377 \$25.6620/hr (3.0%)	\$55,112 \$26.4962/hr (3.25%)
Step 9 22 Years	\$55,178 \$26.5279/hr (3.0%)	\$57,488 \$27.6385/hr (+ \$500 x 3.25%)

\* Annual amount is illustrative, and for informational purposes only.(N/C)

\*\* The hourly rate is the exact amount to be paid times forty (40) hours each week.(N/C)

(1) Denotes a compression from existing years.

**SCHEDULE "A"**  
**ANNUAL WAGE SCHEDULE FOR GRADE 4B**  
**LIEUTENANT**  
**January 1, 2009 – December 31, 2010**

Grade 4B	Base Wage 1/1/09	Base Wage 1/1/10
Step 2 2 Years	\$46,692 * \$22.4481/hr ** (3.0%)	\$47,976 \$23.0654/hr (2.75%)
Step 3 3 Years	\$47,495 \$22.8341/hr (3.0%)	\$48,801 \$23.4620/hr (2.75%)
Step 4 4 Years	\$48,349 \$23.2447/hr (3.0%)	\$49,679 \$23.8841/hr (2.75%)
Step 5 5 Years	\$52,503 \$25.2418/hr (3.0%)	\$54,209 \$26.0620/hr (3.25%)
Step 6 9 Years (1)	\$53,815 \$25.8726/hr (3.0%)	\$55,564 \$26.7135/hr (3.25%)
Step 7 14 Years (1)	\$54,525 \$26.2139/hr (3.0%)	\$56,297 \$27.0659/hr (3.25%)
Step 8 18 Years (1)	\$55,560 \$26.7115/hr (3.0%)	\$57,366 \$27.5798/hr (3.25%)
Step 9 22 Years	\$56,817 \$27.3159/hr (3.0%)	\$59,180 \$28.4519/hr (+ \$500 x 3.25%)

\* Annual amount is illustrative; and for informational purposes only. (N/C)

\*\* The hourly rate is the exact amount to be paid times forty (40) hours each week. (N/C)

(1) Denotes a compression from existing years.

**SCHEDULE "A"**  
**ANNUAL WAGE SCHEDULE FOR GRADE 4C**  
**CAPTAIN**  
**January 1, 2009 – December 31, 2010**

Grade 4C	Base Wage 1/1/09	Base Wage 1/1/10
Step 2	\$52,051 *	\$53,482
2 Years	\$25.0245/hr ** (3.0%)	\$25.7125/hr (2.75%)
Step 3	\$52,903	\$54,358
3 Years	\$25.4341/hr (3.0%)	\$26.1337/hr (2.75%)
Step 4	\$53,829	\$55,309
4 Years	\$25.8793/hr (3.0%)	\$26.5907/hr (2.75%)
Step 5	\$56,892	\$58,741
5 Years	\$27.3519/hr (3.0%)	\$28.2409/hr (3.25%)
Step 6	\$58,183	\$60,074
9 Years (1)	\$27.9726/hr (3.0%)	\$28.8817/hr (3.25%)
Step 7	\$59,526	\$61,461
14 Years (1)	\$28.6183/hr (3.0%)	\$29.5486/hr (3.25%)
Step 8	\$60,616	\$62,586
18 Years (1)	\$29.1423/hr (3.0%)	\$30.0894/hr (3.25%)
Step 9	\$62,586	\$65,136
22 Years	\$30.0894/hr (3.0%)	\$31.3154/hr (+ \$500 x 3.25%)

\* Annual amount is illustrative, and for informational purposes only.(N/C)

\*\* The hourly rate is the exact amount to be paid times forty (40) hours each week.(N/C)

(1) Denotes a compression from existing years.

10. Amend Article 22, Effective Date and Duration, to read as follows:

This Award, except as otherwise stated, will be effective 12:01 a.m. on January 1, 2009, and will remain effective until 12:00 midnight on December 31, 2010, and continue thereafter until such time that a future Agreement is executed by the parties or a future interest-arbitration award is issued.

11. Award on Remaining Union Demands:

Any demands and/or terms other than those specifically modified or set forth in this Award are hereby denied.

12. Retroactivity and Implementation

This Award shall be implemented as soon as practicable. Retroactivity shall be paid to any person who worked during the expired period as soon as practicable, but no later than March 15, 2013. The Employer shall provide a worksheet to all persons receiving retroactive payments, setting forth how the calculations were made and what they represent.

13. Retention of Jurisdiction

The Panel Chair shall retain jurisdiction of any and all disputes, interpretations, and implementation issues arising out of this Opinion and Award.

Howard G. Foster 2/12/13  
Howard G. Foster Date  
Public Panel Member and Chairperson

X Concur          Dissent Michael S. Krusen 2/22/13  
Michael S. Krusen Date  
Public Employer Panel Member

X Concur          Dissent Anthony V. Solfraro 2/20/13  
Anthony V. Solfraro Date  
Employee Organization Panel Member

DISSENT ON # 11 AHS 2/20/13  
ABOVE

STATE OF NEW YORK )  
COUNTY OF ERIE ) SS:

On this 12<sup>th</sup> day of February, 2013, before me personally came and appeared HOWARD G. FOSTER, 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.

Laurie Foster

LAURIE FOSTER  
NOTARY PUBLIC, State of New York  
Qualified in Erie County  
My Commission Expires Dec. 31, 2014

STATE OF NEW YORK )  
COUNTY OF ~~ALBANY~~ ) SS:  
Chemung

On this 2<sup>nd</sup> day of February 2013, before me personally came and appeared MICHAEL S. KRUSEN, 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.

Patricia A. Sandore

PATRICIA A. SANDORE  
Notary Public, State of New York  
Chemung County No. 01SA4624204  
Commission Expires February 28, 20 15

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS:

On this 20<sup>th</sup> day of February 2013, before me personally came and appeared ANTHONY V. SOLFARO, 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.

Lorraine J. Mc Guinness

LORRAINE J. Mc GUINNESS  
Notary Public, State of New York  
Qualified in Orange County  
Reg. No. 4620194  
Commission Expires June 30, 20 15