STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Compulsory Interest Arbitration Between:

MADISON COUNTY and MADISON COUNTY SHERIFF
(As Joint Employers)

PERB Case No.
IA2014-006
M2013-219

-And-

MADISON COUNTY DEPUTY SHERIFF'S POLICE
BENEVOLENT ASSOCIATION, INC., (Petitioner)

OPINION & AWARD

For the Period of:
January 1, 2012 through December 31, 2013

BEFORE:

Dennis J. Campagna, Esq.
Public Panel Member & Chairman

John F. Corcoran, Esq.
Public Employer Panel Member

Anthony V. Solfaro
Employee Organization Panel Member

APPEARANCES

A. For the County and Sheriff of Madison

Hancock Estabrook, LLP
Melinda B. Bowe, Esq.

B. For Madison County Deputy Sheriff's Police Benevolent Association, Inc.:

Affiliated with the New York State Union of Police Associations, Inc.
John K. Grant, Esq.

BACKGROUND

Pursuant to the provisions outlined in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board ("PERB") to make a just and reasonable determination of a dispute between the County and Sheriff of Madison ("County") and the Madison County Deputy Sheriff's Police Benevolent Association, Inc. ("PBA" or "Association").

Madison County is located in central New York State, east of Syracuse, north of Binghamton, and slightly north of due west from Albany. Madison County contains the geographic center of the state at Pratts Hollow in the Town of Eaton. According to the U.S. Census Bureau, the county has a total area of 661 square miles (1,710 km), of which 655 square miles (1,700 km) is land and 6.4 square miles (17 km) (1.0%) is water. Much of Madison County is rural.

Oneida Lake and Oneida Creek define part of the northern boundary. The Great Swamp, formerly located south of the lake, was a rich wetlands habitat important to many species of birds and wildlife. This was drained by local and state construction projects in the early decades of the twentieth century, chiefly by Italian immigrants. The fertile soil supported high production of onions and other commodity crops, and the Italian families grew wealthy from their work. The area was known as "Black Beach" for its mucklands. Chittenango Creek defines part of the western boundary.

Chenango County is across the southern border. Onondaga and Cortland counties form the western border, with Onondaga serving as Madison County's longest and most prominent border. Otsego County forms a short boundary in the southeast corner of Madison County. Oneida County shares a long northeast border with Madison County. Oneida Lake is the northern border with part of Oswego County on the opposite shore.

There were 25,368 households out of which 33.60% had children under the age of 18 living with them, 55.10% were married couples living together, 9.70% had a female householder with no husband present, and 30.70% were non-families. Of all households, 24.50% were made up of

individuals and 10.30% had someone living alone who was 65 years of age or older. The average household size was 2.55 and the average family size was 3.04.

In the county the population was spread out with 24.90% under the age of 18, 12.00% from 18 to 24, 27.60% from 25 to 44, 23.00% from 45 to 64, and 12.50% who were 65 years of age or older. The median age was 36 years. For every 100 females there were 96.30 males. For every 100 females age 18 and over, there were 93.80 males.

The median income for a household in the county was $40,184, and the median income for a family was $47,889. Males had a median income of $33,069 versus $25,026 for females. The per capita income for the county was $19,105. About 6.30% of families and 9.80% of the population were below the poverty line, including 10.50% of those under age 18 and 8.80% of those age 65 or over.

The most recent collective bargaining agreement ("CBA") between the parties covered the period of January 1, 2005 through December 31, 2008. The parties are also subject to a prior interest arbitration award covering the period of January 1, 2009 — December 31, 2011. (Lewandowski Award). Although the Agreement and prior award have expired, they remain controlling of the parties' terms and conditions of employment pending this Panel's interest arbitration award. The PBA bargaining unit, when fully staffed, consists of about twenty-nine (29) employees, including twenty-three (23) deputy sheriffs, four (4) deputy sheriff sergeants and two (2) deputy sheriff lieutenants)

The County and PBA commenced negotiations for a successor agreement to the 2005 - 2008 Agreement, and 2009-2011 interest arbitration award, on or about November 8, 2012. However, the parties were unable to reach a complete and final agreement. After a declaration of impasse, mediation proved to be unsuccessful in resolving any of the open issues. As a result, in an effort to settle the outstanding impasse, the PBA filed a petition for compulsory interest arbitration on or about June 24, 2014. In response, the County filed its response to the petition on or about July 9, 2014. The County filed a subsequent Amended Response on or about September 24, 2014.

Subsequently, the instant Arbitration hearing commenced and concluded on August 10, 2015 at the County Office Building located in Wampsville, New York. A stenographic record was taken at the hearings pursuant to N.Y. Civ. Serv. Law § 209.5, which record shall serve as the official record. Each witness was sworn, and the parties submitted numerous exhibits and documentation.

At the conclusion of the hearings, both parties hereto elected to summarize their positions with a written brief, filed electronically with the Panel on or about October 23, 2015. Thereinafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by the Parties. Following meaningful discussion and deliberations at multiple executive sessions, the Panel majority reached consensus on the terms of a two-year Award covering the period of January 1, 2012 through December 31, 2013.

The positions initially taken by the Parties are extensively set forth in their respective petition and response, testimony, exhibits and post-hearing briefs, all of which are incorporated by reference in this Award. These positions will be summarized for the purpose of this Opinion and Award. Accordingly, set out herein is the majority Panel's Award as to what constitutes a just and reasonable determination of the issues submitted by the Parties for the two-year period of January 1, 2012 through December 31, 2013.

In arriving at such determination, the Panel has specifically reviewed and considered all of the following statutory criteria as set forth in N.Y. Civ. Serv. Law, § 209.4:

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 interest and welfare of the public and the financial ability of the public employer to pay;
c) Comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical

qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

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

THE OUTSTANDING ISSUES FOR RESOLUTION BY THIS PANEL

PBA Proposals:

- Proposal 6 (§ 13.1.2-paid time off/overtime),
- Proposal 8 (§19.5-payout of sick leave, sick leave incentive payment),
- Proposal 8 (§19.7-payout of accrued sick leave upon separation),
- Proposal 10 (increase uniform/plain clothes allowance),
- Proposal 11 (§ 27.1.1-health contributions for active employees; New provision increasing County's contributions for retiree health coverage, § 27.3.2-health buyout amount),
- Proposal 12 (§ 28-4.5% base wage 2012 and 2013, increased hire rate and job rate for Sergeants and Lieutenants),
- Proposal 13 (§ 29.4.1 and .2-delete),
- Proposal 14 (§ 30-increase existing longevities and add 23-year longevity),
- Proposal 15 (§ 32.1-Differential if Sgt. Absent),
- Proposal 16 (§ 35.1 (omit second sentence per ALJ decision)-standby and call-in pay),
- Proposal 18 (§ 40.1-increase educational allowances, omit requirement that not paid if job requires),
- Proposal 19 (§ 49.1-increase tuition reimbursement amounts per employee and maximum total for unit),
- Proposal 20 (§ 51-Duration),
- Proposal 21 (§ 52-increase shift differentials and hours for which paid), and Retroactivity of Wages.

County Proposals:

- § 13.1.1 (revise overtime premium),
- § 13.2 (delete compensatory time provisions),
- § 19.5 (adjust date of sick leave attendance incentive and delete separate check),
- § 27.1.1 (reduce County's contribution towards insurance premiums),
- § 27.3.2 (omit reference to HMO),
- New § 29.6 (reduce County's contribution toward retiree insurance premiums),
- § 30 (delete longevity payments),
- § 56.9 (207-c benefits: limit to wages only during leave in excess of 3 months),
- § 60.1 (right to determine if 24-hour use of vehicle required and to discontinue use at any time).

CRITERIA 1— COMPARABILITY

N.Y. Civ. Serv. Law §209.4 requires that in order to properly assess and determine the issues before it, the Panel must engage in a comparative analysis of terms and conditions of employment with "other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities."

POSITON OF THE PARTIES & DETERMINATION ON COMPARABILITY:

A. The County's Position

It is the County's position that contiguous Counties of similar population should be considered among the comparables for purposes of this Award. Accordingly, the Counties of Chenango, Cortland, Oneida, Oswego and Otsego which are all contiguous to Madison County and benchmark the local labor market should be considered.

B. The PBA's Position

The PBA proposed comparing the Madison road patrol deputies with the police officers in eighteen (18) other municipal governments in and around the County of Madison. In this regard, the PBA notes that its listing of proposed comparables represent the most relevant comparable communities as they have full-time police forces, which are performing virtually identical functions in and near the County. In fact, the PBA notes, some of the cited departments serve portions of the same population served by the Madison County Sheriff's Office and are supported by the same tax base. They render these services on a 24/7 basis, as do the deputies. Moreover, the PBA adds, as there is a range of wages and benefits in these communities, a consideration of them all will afford a fair and reasonable basis to assess the comparability of the wages and benefits of the unit members. It is also undisputed the PBA notes that the job descriptions, duties, functions and minimum qualifications for a deputy sheriff are identical in almost all respects to that of a town, village or city police officer in Madison County. The single exception is that deputies are required to perform additional security functions not required of local law enforcement counterparts. Being in close geographic proximity, those officers often work side-by-side. Their hazards of employment are thus identical. As residents of Madison County or nearby they are subject to the same economic pressures as their fellow police officers in the comparables listed below.

The PBA proposed the following listing of comparables: Counties of Chenango, Cortland, Otsego, Onondaga and Oneida. Villages of Canastota, Cazenovia, Chitttenango, Hamilton. Towns of Cicero, Dewitt, Manlius, New Hartford and Whitestown. Cities of Cortland, Norwich, Oneida and Oneonta

DISCUSSION

While there is no statutory definition of what constitutes a "comparable", factors generally considered among Interest Arbitration Panels include population, geographic proximity, size of the police agency, property valuations, retail sales, income levels, poverty rates, nature of the

Police Force (full time/part time, days/hours on call), number and nature of police actions to name the most common.

When considering the foregoing, the Panel majority gives appropriate weight, if any, to each of the "comparable communities" proposed by the Parties.

CRITERIA 2 — ABILITY TO PAY

A. The PBA's Position

In a nut-shell, it is the PBA's position that the County has the ability to pay for its monetary proposals. In this regard, the PBA produced Kevin Decker of Decker Economics as its municipal finance expert witness, as stipulated by the County, on the issue of the County's financial condition. Mr. Decker testified to the following relevant points as contained in his report (PBA Exhibit 58):

- The County's fiscal year extends from January 1st to December 31st.
- The Sheriff's Office is the second busiest law enforcement agency in the County, behind only the City of Oneida police department. Thus, a strong Sheriff's Office is important to the safety of residents.
- The County has imposed only nominal real property taxes, increases to which have consistently remained below the newly adopted Tax Cap level, even before there was a cap.
- The cost of police services to Madison residents is minimal in relation to the County budget, as is any increase contemplated by the Panel. Madison County is extremely conservatively managed, fiscally strong and clearly capable of affording a fair and reasonable award consistent with the PBA demands.
- The County is in excellent financial condition with massive fund balances, very limited debt, excellent financial health grades from both the State Comptroller Fiscal Stress Monitoring System and applying the Taylor Law criteria.

- Additionally, and significantly, the PBA asserts that the Chairman of the 19 part-time member Board of Supervisors testified that he believed the County had the ability to pay for fully paid health insurance for the part-time board members and their families, and was also able to provide raises of 19.44% over three years, including a 15% raise effective January 1, 2015. Clearly, the Chair is correct and just as the 19 part-time board members found that the County could afford a 19.44% increase in pay and fully funded health insurance for themselves and their families, the County of Madison has more than ample funds to pay for reasonable wage increases for the 29 full time deputies at a level comparable to other police officers in the area and to rectify the wrongs of a mismanaged and inefficient self-insurance health plan, the costs of which are drowning deputies and their families.
- At the end of 2014 and after the 2015 Budget had been adopted, the County entered into a Settlement Agreement with the State of New York and the Oneida Indian Nation relating to a number of real estate parcels that had been the subject of tax disputes. The dispute had been in the Courts for more than 10 years. As a result of the settlement, those parcels were removed from the tax rolls and the County was provided with a one-time $11 million payment and an agreement for payment of $3.5 million each year going forward. During 2014, the County received the full $14.5 million payment. Of that amount, the County redistributed $805,000.00 on a one-time basis to local municipalities that would be losing the tax rateables under the settlement (See TR 144). County Treasurer Cindy Edick acknowledged that taxes had not been paid on those properties for a decade (See TR 154). In fact, the PBA notes, the County had historically been required by law to make towns, cities, villages, school districts whole for unpaid taxes and bore responsibility for collecting the taxes which it could not accomplish. In other words, the County has been paying those town, village and school taxes. With the settlement, the County was relieved of that expense as the properties were no longer taxable (See TR 154-156). The total annual payout to other government bodies as of 2014 was $1,064,000.00 (TR 156). Thus, the $3.5 million annual payment is a substantial windfall to the County even if it decides to continue to make municipalities "whole" for the lost rateables.
- The County had four straight years of tax reductions between 2007 and 2011. In 2012 and 2013, the County was below the tax cap and in 2014 and 2015, the County raised property taxes. Oddly, the County raised property taxes in each of these two years, during

which the County also stopped appropriating from its fund balance. The fund balance simultaneously has ballooned to a hefty $22.3 million, which represents 26.01% of total expenditures or roughly equal to the general funds real property tax levy.

- That sales tax revenues similarly have been strong, growing each and every year as we came out of the 2008-2009 recession. In fact, since 2009, the County's share of sales tax revenues has grown on average by 4.7% per year.
- The County is now receiving more sales tax revenue than ever before. Further, the County has consistently and conservatively underestimated sales tax revenue, which are projected to once again exceed the budgeted 2015 figures.
- That during the last five-year history of the general fund, the County has had operating surpluses in three of five years as high as $8.759 million. This pattern, over the past five years allowed the County to generate substantial positive budget variances in three of five years. In this regard, the County then had the large 2010 surplus of $8.759 million, with its total fund balance ballooning to $22.3 million. The fund balance has consistently exceeded 20% of budget, an amount nearly double that recommended by the Government Finance Officers' Association, the New York State Comptroller or Moody's. As a result of the operating surpluses, the County had a total fund balance as of December 31, 2014, of $22.3 million with an unreserved fund balance of $16.4 million. This excludes a contingency account of $ 2.4 million.

Given the foregoing, Mr. Decker maintains that the County has the ability to afford the raises and benefits sought in this proceeding. In this regard, given that 1% increase to compensation for unit members equates to $20,759 (including roll ups), a 3.5% increase would cost $72,657 representing ½ of 1% of the County's net sales tax, or 1.8 cents on the full value property tax rate.

B. <u>The County's Position:</u>

The County notes that while its fiscal picture has improved, it is important for the County to remain fiscally conservative in order to build up its surplus which fell below the maximum

threshold of 15% of adopted budget appropriations as of December 31, 2014. In addressing its current fiscal picture, the County notes as follows:

1. The County contends that the statutory factors of the "financial ability of the public employer to pay" and the "interests and welfare of the public" are, of necessity, linked in this proceeding. As the New York State Comptroller recognized in his 2014 Annual Report on Local Governments, "Although the economy continues to recover from the Great Recession, local governments have been subject to increasing constraints on revenue sources over the last few years. The property tax cap law, high levels of tax-exempt property, slow growth in federal and state aid, and new tax freeze credit provisions all contribute to the challenges for local governments to face in the struggle to keep pace with ever-increasing costs."
2. Next, the County notes that fiscal restraint, including moderating wage and benefit growth, is necessary to right the ship and ride out the after-effects of the recent fiscal storm. In this regard, the County notes that the evidence presented by both the County and the PBA demonstrate that by the end of 2013, the County fell just below (by four-tenths of a percent) the 45% fiscal score deeming a municipality to be susceptible to fiscal distress under the State Comptroller's fiscal stress monitoring system. In this regard, the County notes that the PBA's expert witness acknowledged that the Comptroller's fiscal stress monitoring system is an objective measure of financial stress in municipalities and provides for an early warning system.
3. Next, the County maintains that a large part of the County's 2013 fiscal stress score was attributed to either the amount of fund balance (31.3%) or operating deficit (10%). This is the result of the County's rapidly declining fund balance, as demonstrated by County Exh. "5A" and PBA Exh. "58" at Exh. K. As a result, the County notes that in 2013, the County adopted a fund balance policy, specifically designed to assist in maintaining a prudent level of financial resources to provide essential services, maintain sufficient cash flow, and managed unanticipated occurrences. This policy establishes that the County will strive to maintain unexpended surplus funds (defined to include assigned unappropriated and unassigned fund balance) of not less than 5% of General Fund adopted budget appropriations. This is crucial to the County's future economic

picture since by year-end 2013, the County's fund balance had eroded to a level below the 5% minimum threshold, at a reported 4.19% of appropriations. Moreover, the County adds, over the two-year period of 2011-13, the term of the pending Award in this proceeding, the fund balance dropped by more than 36%.

4. Next, the County notes that while it experienced an "uptick" in the General Fund Balance at year-end 2014, this was largely due to the one-time payment of $11 million resulting from the Settlement Agreement between New York State, the Oneida Indian Nation (OIN), and Oneida and Madison Counties COIN settlement payment. The County notes that this Settlement Agreement resulted in many parcels of land owned by the OIN being permanently removed from the tax rolls, and as a result, the County's taxable assessed values shrunk by $41 million, placing a greater burden on the taxpayers of the remaining parcels not exempt from taxation. In addition, the OIN continues to obtain tax-exempt status for reacquired parcels, up to the maximum 1,000 additional acres permitted by the Settlement Agreement. Finally, the OIN settlement payment is in lieu of, not in addition to, the special aid to localities provided to the County since 2005-2014 to mitigate the County's loss of property taxes due to OIN's failure to pay them. Moreover, the County adds, $5 million dollars of this OIN settlement payment was applied to replenish the County's dwindling fund balance, and most of the remaining balance is being used for long-overdue infrastructure and capital improvements.
5. However, and significantly, the County notes that even with the foregoing $5-million-dollar allocation, General Fund unexpended surplus funds still fell below the maximum threshold of 15% of adopted budget appropriations as of December 31, 2014. Further, the County notes, notwithstanding the OIN settlement payment, the County tax levy in 2015 increased by 8.49%. This increase was on the heels of a 7.99% increase in tax levy in 2014, a 2.98% increase in 2013 and a 1.97% increase in 2012. The County tax levy surpassed the tax levy limit or "cap" in both 2014 and 2015.

The County notes that the wage and benefit costs of PBA unit members are funded in large part by revenues derived from the County's real property tax levy and sales tax receipts, as accounted for within the County's General Fund. Moreover, the County notes, its Sheriff's Office does not

receive significant state or federal aid in support of its activities; nor does it generate substantial revenues from other sources to cover its operating expenses and escalating personnel costs. Therefore, the County must rely almost entirely on "local dollars" to pay the salaries and fringe benefits of the law enforcement personnel of this County. As a result, the County maintains that "large enhancements to the salary and benefits that are currently provided to PBA members will only place additional strain on the County's financial resources and on the individual taxpayers of this County; taxpayers who are already saddled with one of the highest real property tax burdens in the United States as a percentage of home value."

DISCUSSION — ABILITY TO PAY

While Madison County's financial picture cannot be considered as "doom and gloom", the fact remains that the County, like most of its counterparts in New York State, faces many financial challenges: rising costs of employee benefits which are primarily funded by revenues derived from the County's real property tax levy and sales tax receipts, and an all but stagnant State or Federal aid in support of the County's activities.[1] As a result, the County must rely significantly on local dollars to support the salary and fringe benefits of its Law Enforcement personnel. However, as noted in the County's 2015 budget, there was a one-time payment of $805,000 earmarked for school districts in the County. Therefore, effective 2016, this $805,000 will drop out of the budget and could conceivable be used to fund wage and benefit increases. In this regard, the record shows that Mr. Decker's illustration of three and one-half percent increase would cost $72,657 and as a result, a portion of the $805,000 could be used to fund the increase and provide retroactivity. Moreover, it is fortunate that the County does not meet either the fund balance or the tax rate criteria to qualify as a fiscally eligible municipality. In addition, in 2014, the unemployment rate was 6.4% the lowest rate since 2008, and since 2010, total employment in Madison County as increased by 1.8% - Only Chenango and Cortland Counties did better, while Onondaga, Otsego and Oneida Counties did worse.

[1] The record shows that for fiscal year 2015, the annual cost to County taxpayers for the Sheriff's Office was offset by approximately $551,000 in federal, state and local revenues.

As noted above, the County's financial future is not all doom and gloom since the County can and has capitalized on some inherent assets and opportunities. For example, as a result of the settlement with the State of New York and the Oneida Indian Nation, the County received a onetime $11 million payment and agreement of $3.5 million each year going forward. As a result, during 2014, the County received a full $14.5 million payment, of which $805K was redistributed on a one-time basis to local municipalities who lost tax rateables under the terms of the settlement. Indeed, the County is to be commended on its outstanding job of managing its resources through difficult times to a point where it has emerged in decent financial health.

Given the foregoing, a majority of the Panel finds and concludes that on balance, the County has the ability to pay for the wage increases provided in this Award, including the Panel's determination on health insurance changes, contributions, and the retroactive effect of the wage increases awarded as discussed in detail below.

CRITERIA 3 — THE INTERESTS AND WELFARE OF THE PUBLIC

A. The PBA's Position

It is the PBA's position that the County and its residents benefit from having a professional, well-trained Sheriff's Office staffed with qualified, dedicated and experienced Deputies. Moreover, there is no dispute that the work of the County's Sheriff Office encompasses tasks that are inherently dangerous and thus require the best of equipment and training. Therefore, the PBA notes, in order to maintain the Madison County Sheriff's Office at its highest level, it is important to provide a salary and benefit packages that retains and attracts current employees and qualified candidates for future positions. It is therefore the Panel's task to issue a determination that accomplishes this important task.

B. The County's Position

While the County agrees with the PBA's contentions, the County advises that the product of this Award will have a definite impact on the citizens and taxpayers of the County as well as its economic future. Thus, the County notes that while it is not "destitute" from an economic standpoint, the County continues to struggle with day-to-day responsibilities of increasing costs, mostly associated with health care and pension costs for its employees, costs over which, to date, it has had little control. Thus, when considering the County's economic forecast, which as of this date, looks brighter than it has in years, the County urges the panel to exercise its power and authority with great care and caution when fashioning its Award.

DISCUSSION — THE INTERESTS AND WELFARE OF THE PUBLIC

Given the Panel's review of the Statutory Criteria regarding this topic, we are inclined to agree with the position of both parties in that it is our task to fashion an Award that maintains the terms and conditions of the PBA bargaining unit at a competitive level, in line with the list of comparable communities, but yet achieves the delicate balance of providing an Award which the County can afford. As a result, and in achieving this balance, the Panel majority will reject a majority of the proposals from both sides as it addresses the task of fashioning an Award that provides decent, yet affordable salary increases, and addresses both parties' interests in reining in, to the most reasonable extent possible, soaring health care costs in a manner that achieves a fair result for PBA unit members.

CRITERIA 4 — PECULIARITIES OF THE LAW ENFORCEMENT PROFESSION

The Panel has carefully considered the Statutory Criteria in Section 209.4(c)(v)(c) regarding the comparison of the police profession with other trades and professions, including specifically, (1) the hazards of employment, (2) physical qualifications; (3) educational qualifications; (4) mental qualifications, and (5) job training and skills. It is the PBA's position that the police profession is a unique one such that there are no other comparisons.

The Panel does recognize that appropriate weight must be given to the particularly hazardous nature of the work performed by the Madison County Deputies and is mindful of the unique training, skills, risks and pressures that these outstanding professionals face each and every day — This Panel understands and appreciates the inherently dangerous nature of this profession as well as the impact of this profession on a deputy's quality of life.

THE PROPOSALS BEFORE THIS PANEL

I. WAGE INCREASES

A. The PBA's Proposal & Justification for Wage Increases

The PBA proposes as follows:

ARTICLE 28 (Currently Section 28) — Salaries — Wages and Other Compensation (pp. 23-24 and Schedule "A" of the Interest Arbitration Award)

- **1/1/12** Amend the interest arbitration award as follows:
  4.5% increase on each Step for the Deputy Sheriff title, and include the hourly rate of pay.
- **1/1/13** 4.5% increase on each Step for the Deputy Sheriff title above the 1/1/12 calculation, and include the hourly rate of pay.
- **1/1/12-** Delete Sergeant (1) Upon Appointment Hire Rate and Sergeant (2) Completes Probation Job Rate. Insert the following to read as follow:

Sergeant (1)
Upon Appointment Hire Rate: The differential for a Sergeant upon appointment shall be 7.5% over and above a Step 5 Deputy Sheriff, and include the hourly rate of pay.

- **1/1/12-** Delete Lieutenant (3) Upon Appointment Hire Rate and Lieutenant (4) Completes Probation Job Rate. Insert the following to read as follows:

- Lieutenant (2) Upon Appointment Hire Rate: The differential for a Lieutenant upon appointment shall be 12.5% over and above a Step 5 Deputy Sheriff, and include the hourly rate of pay.

The PBA notes that the County has proposed a "zero" increase for each year, a proposal the PBA finds "insulting." The 4.5% adjustment sought by the PBA is essential to address the gross disparity that exists between deputies here and their counterparts in comparable police agencies. The cost of each 1% wage increase in personal service spending for all 29 PBA members is approximately $15,128.00, $20,222.00 with associated roll-ups including FICA and pension. A 3.5% increase represents a paltry 5/10ths of 1% of the County's net sales tax revenues, 1.8 cents on the assessed value property tax rate.

Next, the PBA notes that its wage proposal is submitted within the context of the following background. One, Madison County deputies must all contribute at least 3% of their gross earnings toward the State Retirement System, a burden not imposed on local law enforcement officers except those newly hired and prospectively covered by the newly adopted Tier VI. The current employer contribution rate is substantially higher for local police personnel in the Police and Fire Retirement System than that paid by the County in the Employee Retirement System. Second, Madison County Deputies rank near the bottom in virtually every other benefit category among the cited comparable community police agencies. Third, a reasonable wage increase is sought in conjunction with the other key elements to the proposal, i.e., health insurance enhancement to bring total compensation more in line with other police officers in the area. Fourth, the County's Board of Supervisors found that they had the ability to pay for a 19.44% increase for their 19 part-time members and should be found able to pay for fair and reasonable wages and benefits for its full-time police personnel who serve 24 hours per day, 7 days a week, 365 days per year, under the most difficult and dangerous conditions of any government employee.

Next, regarding the comparability for base wage and longevity payments between the PBA and comparable communities, it is an unfortunate fact that Madison deputies have barely begun to catch up to and attain wage parity with those police officers and deputies in the other comparable

jurisdictions performing identical duties, under identical conditions. The County Treasurer and Chairman of the Board of Supervisors confirmed that the Board and their political appointees, who receive a far better wage and health benefit package than PBA members and confront none of the risks and dangers of that occupation, received adjustments totaling 19.44% over 3 years and a 15% raise in 2015 alone. They contribute nothing toward their health insurance, and receive a superior retiree health insurance benefit than the full-time deputy, and his/her dependent coverage. The PBA maintains that even if the Panel imposes the full wage and longevity demands sought by the PBA, unit members will still remain at the bottom of the list for total compensation among full time departments. This is inexcusable since the County has the ability to pay what it should the PBA asserts.

Next, the PBA notes that Madison County deputies who took the very same civil service examination, have identical job descriptions and respond to calls side by side with fellow police officers will earn less during their career than their local police counterparts, work more, contribute more to their health coverage and their pension. Moreover, the PBA adds, this disparity ignores the mandatory 3% contribution deputies must make to the New York State Employee Retirement System, an obligation and expense not imposed on their counterparts at the other municipal police agencies. This is fundamentally unfair the PBA notes.

Next, the PBA notes that the financial condition of Madison County is stronger than any of its neighbors, its tax burden is lighter and it is fiscally strong. The County, in addition to its fund balance, appropriated 2.4 million in a contingency account which may be used to pay for an award in this proceeding. The County enjoys a very, very substantial fund balance of more than $22 million or 26.01% of the County's total expenditures. There is an unreserved balance of $16.4 million or 19.14% of expenditures. The County is in receipt of a $14.5 settlement of the Oneida Indian Nation and the cost of the proposed wage increase if paid from only real property taxes would be pennies a day. In addition, and significantly, the PBA notes that the County is receiving higher sales tax revenues than ever before. While some municipalities around the country have been struggling, Madison is doing extremely well. In fact, it is doing so well that the Board of Supervisors have increased their own pay by 19.44% over the last 3 years and

15.96% in 2015 alone. As such, the wage adjustments sought by the PBA are warranted, affordable and should be incorporated in this Panel's Award.

B. The County's Position

The County notes that the PBA bargaining unit consists of approximately twenty-nine (29) employees who serve in the following classifications: Deputy Sheriff, Deputy Sheriff Sergeant and Deputy Sheriff Lieutenant. The combined annual base salaries of these unit members (not including longevity or other differentials) based on a "snapshot" taken as of December 31, 2011, the last day of the prior award, amounts to roughly $1,459,723. The average individual base salary as of such date was approximately $52,133, exclusive of overtime, longevities, and other premium pay.

The County and the Sheriff initially note that they collectively hold in high regard the men and women who serve in the Sheriff's Office. Based on the evidence adduced during this hearing, however, the County maintains that the Panel should render a monetary award that is moderate and in line with salary increases afforded to other County bargaining unit employees, and predicated upon the difficult financial conditions the County has faced, and continues to face.

Next, the County notes that the PBA is coming off the prior 2009-2011 interest arbitration award which provided for a 4% split wage increase, 2% increase in base wages in January and July of each year of the three-year period covered by the award. Moreover, the County adds, PBA members have been treated quite well in past settlements with the County. In this regard, the County notes that the PBA received a four-year settlement for the years 2005-2008 which provided for generous annual across-the-board salary schedule increases as follows:

1/1/2005:	3.5%
1/1/2006:	3.5%
1/1/2007:	3.5%
1/1/2008:	3.5%

(These percentage increases do not reflect the cost of step increments or new longevities which were provided during these years.)

Moreover, the County adds, as a matter of external equity or "comparability," PBA unit members continue to enjoy competitive salaries when compared to their similarly situated colleagues in the comparable counties. Thus, by comparison to the 2011 base salaries of its listing of comparable counties, Madison County's starting salary for the position of Deputy Sheriff is the highest ($42,307). With respect to the wage rate paid to Deputy Sheriff Sergeant, Madison's 2011 base rate of $54,434 is the third highest of its listing of comparable counties. And as for the wage rate paid to Deputy Sheriff Lieutenant, Madison County's base rate of $57,054 is the second highest of the comparable counties. Moreover, the County adds, there is no reason to increase dramatically the PBA salary schedules since it is undisputed that the County is not experiencing any recruitment problems with regard to its law enforcement personnel. Moreover, turnover within the PBA unit continues to be at remarkably low levels the County notes.

Next, the County reminds the Panel that in addition to increases to the salary schedules, annual step movement and accrual of additional longevities also takes place for those employees eligible for same.

In addition, the County also reminds the Panel that it should also consider wage settlements that have been reached between the County and its other employee associations. In this regard, the County notes that those settlements covered the same years (2012 and 2013) as will be covered by the Panel's award, and are as follows:

	CSEA White/Blue Collar Units	Teamsters[5]	NYS Nurses
2010		0%	0%
2011	0%	3%	3%
2012	2.75%	3%	3%
2013	3%	2.5%	
2014	3%	2.25%	

Next, the County notes that the PBA's argument that the terms and conditions that County Board of Supervisors' members are afforded in consideration for their part-time service as elected officials should be evaluated side by side with those of full-time employees should be rejected, as there is absolutely no statutory authority or basis to compare elected officials to full-time

employees of the County. As Chair John Becker testified, part-time elected officials serve at the pleasure of their constituents and without limit as to the hours invested in that service. Furthermore, the County adds, any representations made by the PBA that the Board of Supervisors gave itself a premium health plan that was not available to the PBA or other bargaining units were proven to be absolutely false and must be disregarded. In this regard, the County notes that it and the PBA specifically negotiated a Memorandum of Agreement that afforded PBA members with the same opportunity to take advantage of the same plan as other employee groups and elected officials.

Finally, it is the County's position that any retroactive payments that might be awarded by the Panel should be limited to those employees who are still on the County's active payroll as of the date of the issuance of the Panel's Award, and those affected employees, if any, who retired since January 1, 2012, so as to minimize the financial burden of the award, and to recognize and honor those members of the unit who continue to maintain a commitment to the County. In this regard, the County notes that the prior Interest Arbitration Panel majority embraced these parameters in its 2009-2011 Award.

II. HEALTH INSURANCE – ACTIVE EMPLOYEES [ARTICLE 27]

A. The PBA's Proposal & Justification:

The PBA proposes as follows:

ARTICLE 27 (Currently Section 27) — Health Insurance (pp. 22-23)

27.1- Traditional Health Plan

27.1.1 — Amend to read as follows:

Effective January 1, 2012, the Employer will pay one hundred percent (100%) of the premium cost for individual health insurance and individual dental insurance for each employee, and an additional seventy-five (75%) of the difference between individual and dependent (family) health insurance and dental insurance premium cost.

27.3.2 renumber accordingly based on 27.2 being deleted in the interest arbitration award and insert the following to read as follows:

Health Insurance Buy-Out: Effective January 1, 2012, an employee who declines health insurance shall be paid fifty percent (50%) of the premium cost. The "buy out" shall be paid in equal installments in the first (1st) pay period following each calendar quarter for each month or part thereof not receiving health insurance. **(Include mutually agreed upon forms to be attached and made a part of the collective bargaining agreement).**

Retiree Health Insurance- Assign a designated number and amend interest arbitration award regarding contribution as follows: Effective January 1, 2012, the Employer shall pay ninety-five percent (95%) of the health and dental insurance premium cost for individual and family coverage.

As its rational for the foregoing, the PBA asserts that the need for substantial changes to the health insurance benefit is critical in this proceeding, particularly given that the County has imposed on members of this unit a self-insured plan that has premium equivalents that are among the highest seen in New York State. In this regard, the PBA notes that while the County has mismanaged this plan resulting in outrageous premiums, the burden has been shouldered squarely by the working deputies and their families, a burden the Board of Supervisors have exempted themselves from sharing.

First, the issue of blame. It cannot be disputed that the County administration maintains exclusive control over the administration of this plan. The County unilaterally decides everything about the plan, coverage and premiums included, whether to move from one provider to another, risk apportionment, stop loss policies, revenue segregation. While the CBA gives the County the exclusive and unilateral right to change plans, the PBA notes that its attempts to leave this plan have been rejected by the County. As a result, PBA members are obligated to pay 40% of the premium equivalents while 80 part-time elected and appointed officials contribute nothing to this plan for coverage for them and their families.

Next, the PBA notes that the County's mismanagement of the plan has resulted in a 126% increase in premium equivalent since 2010 causing contributions by PBA members to increase by 147% or $4,993.06 during that same five-year period while the 19 part-time legislators and their political appointees are paying nothing. In this regard, the PBA notes that County Treasurer Cindy Edick confirmed that while full-time deputies earning as little as $42,307.00 a year were paying $4,993.06 for coverage, 80 part-time and full-time political appointees paid zero. Moreover, the PBA adds, in each of the last five years, the County has received prescription rebates and not used those sums to reduce the premium equivalent. Thus, in 2013, the PBA notes that the County took $119,854.00 in rebates and did not give those contributing to the premium any credit for that rebate.

Next, the PBA notes that the County unilaterally decided in 2013 to alter its stop loss policy and carry an aggregate only policy. In that same year, illnesses to just nine County employees led to the depletion of the entire reserve fund, resulting in the drastic rise of premiums.

Thereafter, premium equivalents soared from 2010 to 2015 as illustrated, using only the individual and family equivalent premiums as set forth below, during which time deputies have received no wage increase or other economic improvements.

	PREMIUM EQUIVALENT	EMPLOYEE CONTRIBUTION	PERCENTAGE INCREASE
2010			
Individual	$5,222.40	$522.24	
Family	$12,403.44	$3,394.66	
2011			
Individual	$5,535.60	$553.56	5.99%
Family	$13,188.00	$3,613.52	6.44%
2012			
Individual	$6,006.12	$600.62	8.61%
Family	$14,308.92	$3,921.74	8.52%
2013			
Individual	$7,807.92	$780.80	30.00%
Family	$18,601.56	$5,098.26	30.00%
2014			
Individual	$9,456.72	$945.68	21.15%
Family	$24,025.92	$6,773.36	32.85%

2015			
Individual	$9,414.72	$941.48	-0.42%
Family	$28,030.32	$8,387.72	23.82%
	Individual Cumulative 5 Year Increase:		**80.36%**
	Family Cumulative 5 Year Increase:		**147.11%**

The PBA notes that the County's suggestion that the Health Insurance Task Force has any impact on decision making is just not true. In this regard, the PBA notes that the committee has no real decision making power and serves only to provide the County with a forum to announce unilateral changes and unilateral decisions that employees have no input on. The most glaring example, the County's unilateral presentment of a high deductible plan on three days' notice, without any negotiation, to the PBA as an alternative coverage option. In this regard, the PBA asserts that there was no negotiation, no input and most importantly no enrollees. The presentment by the County of a Plan they had selected and already adopted, to the PBA, after impasse had been declared is of no value or significance whatsoever. Significantly, Treasurer Edick testified no one has enrolled in the plan.

The PBA has presented evidence on the NYSHIP Plan with a Family Plan premium is $6,324.00 less per year than the Madison Plan. Under the current formula (90% + 60%), a deputy would contribute $5,784.00 annually, a reduction of $2,603.33 less for far more stable coverage. During the period that the Madison Plan rose by 147%, the NYSHIP Plan rose just 35.9% or 5.98% annually the PBA notes.

Examination of the coverage afforded other law enforcement personnel within the PBA's list of comparable communities confirms that the benefits offered by the County are grossly insufficient and unjust and do not compare to the coverage afforded other officers in comparable communities.

Finally, the PBA maintains that while most plans have been able to stabilize and lower the rate of growth, the County's Plan "has spiraled out of control". As a result, the PBA asks the Panel to take action by increasing the County contribution to fairly place more of the burden on the County.

A. The County's Proposal & Justification:

The County's proposed changes to Article 27 are as follows:

27.1.1. For all full-time employees in the bargaining unit, the County will contribute seventy-five percent (75%) of the premium cost for individual medical coverage and individual dental coverage. The County shall also contribute fifty percent (50%) of the premium cost for dependent medical coverage and fifty percent (50%) for dependent dental coverage.

27.2. Delete.

27.2.1. Delete.

27.3. Cost Control Measures

27.3.1. Employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

27.3.2. Each full-time employee eligible for participation in the health insurance plans may elect to refuse participation and provide for their own health insurance. Such election shall be on a standard form to be prescribed and distributed by the County Treasurer. The county will place $25.00 in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15th of each year and upon termination of employment. In the event that the employee opts to return to participation in the County health insurance plans, he/she may do so only in accordance with the procedures established by the insurance carrier. [Deletes "HMO"]

It is the County's position that as a result of the escalating cost of providing health coverage to PBA members and other County employees at the existing levels, and for other good and valid reasons, the Panel should reject any and all proposals by the PBA to further increase the County's costs in this area, whether for active or retired members, and instead direct its recommendations towards the County's proposal which seek to contain and/or control the county's increasing cost exposure. The County offers the following points in support of its position.

First, the County notes that the PBA has proposed modifying Section 27.1.1 of the CBA to require that, effective January 1, 2012, the County will pay for the entire cost of individual health and dental premiums for unit members and an additional 75% of the difference between individual and dependent health and dental premium costs. Currently, the County pays for 90% of the cost of individual medical and dental coverage, and 60% of the premium

cost for dependent medical and 50% of dependent dental premiums. In contrast, the County proposes to reduce its contribution toward active employee coverage to 75% of individual medical and dental coverage and 50% of dependent medical and dental coverage. The County's position is justified it urges given the level of contribution provided by the County for active PBA members is competitive with the benefits provided in other Comparable, contiguous counties. For instance, Oneida County contributes just 80% towards individual medical coverage and 75% towards dependent medical coverage for employees hired after January 1, 2001. In Chenango County, the County contributes 85% towards individual coverage for post-July 1, 1989 hires, and 75% of the difference between total individual and family premiums. Id. The Panel should also take notice that not all of the comparable counties contribute to (or even offer) dental coverage to their employees. For example, Oneida County only contributes $20 per month towards either individual or dependent coverage, with the employee bearing the remaining cost. Otsego County does not contribute toward the cost of employee dental insurance.

The County's desire to control health care costs in a responsible manner is a fair approach to the problem without compromising the quality of coverage to the PBA's members and eligible dependents. In this regard, the County notes that where modifications to health insurance benefits are being made in the comparable counties, those changes are directed towards requiring greater contributions from active and retired employees toward insurance costs—not reducing their contributions.

Finally, the County maintains that there is no justification to further shift health care costs from employee to employer, particularly when the current premium contribution scheme puts the County on the hook for the lion's share of future premium cost increases.

PANEL DISCUSSION ON WAGES AND HEALTH INSURANCE

In breaking with the traditional separate discussion regarding wages and health insurance, the Panel will deal with them as a "package", since in reality, wages and health insurance issues are inexorably intertwined for changes in one clearly impact the other.

First, with respect to Wages, it is the Panel Majority's conclusion that PBA members should enjoy a wage increase no less than the State's tax cap of 2%. In this regard, it is worth noting that for 2012 and 2013, the County settled with its CSEA White/Blue Collar Units, the largest Collective Bargaining Units in the County at 2.75% and 3% respectively. For the same period, the County settled with its Teamster Unit at 3% and 2.5% respectively. Moreover, given the list of comparable municipalities as designated by this Panel, while Madison deputies fare well at the entry levels, they fall far behind between the 5th and 10th years. This is a significant finding.

Next, with respect to health insurance for *active* Employees, the Panel Majority concludes as follows:

The Panel finds it significant that the "Management Compensation Plan" (PBA Exhibit 77) provides the following regarding benefit as provided County Department Heads, Managerial-Confidential unrepresented personnel, the District Attorney, County Treasurer, County Sheriff, County Clerk and County Supervisors:

A health insurance plan will be offered to all full-time employees covered by this plan and eligible part-time employees under section 14 of this plan. The County may modify the plans or carriers provided the employees receive equivalent coverage. The County shall establish the effective date of enrollment for all plans.

a. For employees hired into a management/confidential position prior to January 1, 2014 the County shall provide a health, and major medical insurance plan to employees covered by this plan. The County will provide 100% of the premium cost for covered employees. The provisions of this plan shall be extended to dependents and the County will also provide 100% of the premium cost for dependents health and major medical coverage.
b. For employees hired into a management/confidential position on or after January 1, 2014 the County will contribute 90% of the premium cost for employees' health and major medical insurance coverage. The provisions of this plan shall be extended to dependents and the County will provide 80% of the premium cost for dependents' health and major medical coverage.

c. For employees hired into a management/confidential position the County shall provide each employee and his/her dependents the option of participation in a high deductible health plan (HDHP) in conjunction with a health savings account in lieu of participation in the traditional health plan.

The County will provide 100% of the premium cost for the high deductible health plan for covered employees. The provisions of this plan shall be extended to dependents and the County will also provide 100% of the premium cost for dependents health and major medical coverage. The HDHP deductible will be 100% funded by the County through a health savings account at intervals prescribed by the Health Plan Administrator.

d. The County shall provide a dental insurance plan at no cost to employees covered by this plan. The provision of this plan shall be extended to dependents and the County will provide 50% of the premium for dependents' dental coverage.

e. Retiree Insurance:

1. For employees hired into a management/confidential position prior to January 1, 2014 covered by this policy who retire directly into and under the provisions of the New York State Employees' Retirement System with at least ten (10) years of continuous service with the County, the County will provide 100% of the premium cost for a health and major medical plan for the retiree. The County will provide a health and major medical plan for the retirees' dependents and the retiree or dependents shall contribute 100% of the premium cost for said dependent coverage.
2. For employees hired into a management/confidential position on or after January 1, 2014 covered by this policy who retire directly into and under the provisions of the New York State Employees' Retirement System with at least ten (10) years of continuous service with the County, the County will provide 90% of the premium cost for a health and major medical plan for the retiree. The County will provide a health and major medical plan for the retirees' dependents and the retiree or dependents shall contribute 100% of the premium cost for said dependent coverage.

3. For elected officials covered by this policy and who complete at least ten (10) years of cumulative service in elected office at the County level, the County will provide 100% of the premium cost for a health and major medical plan for the former elected official. The County will provide a health and major medical plan for the former elected officials' dependents and the former elected officials or dependents shall contribute 100% of the premium cost for said dependent coverage.

Given the extraordinary cost PBA unit members pay for dependent coverage, and considering that this bargaining unit consists of 29 members while the foregoing benefit applies to more than 70 individuals, a number of whom are part time, and given the fact that the County can afford to extend a better benefit to those men and women whose task it is to provide peace and protection to County residents, the Panel Majority concludes that:

- First we agree that the creation of a two-tiered health insurance contribution plan such as that adopted by the County above is not a good idea for members of one bargaining unit. Accordingly, while keeping the 10% contribution rate for those unit members choosing Individual coverage (with the County contributing 90%), for dependent coverage (which is defined as any 2-person category and family), the County will contribute 80% of the premium cost for Dependent's Health and Major Medical Coverage, and the employee shall pay the additional 20%. Such change shall become effective at 11:59 p.m. on December 31, 2013, the last date of this Award. The retroactive effect of this Award is depicted on Schedule "B" below.
- Next, we agree with the County and fully support a joint Labor-Management Committee tasked with the discussion of health insurance models for both active members as well as retirees. In this regard, given that health insurance is a constantly changing commodity, it is in both the County's as well as the PBA's (as well as all other County bargaining units) collective interest to constantly work together to provide the best coverage at reasonable costs.

III. HEALTH INSURANCE – RETIREES [ARTICLE 29]

A. The PBA's Proposal on Retiree Health Insurance & Rationale

The PBA proposes the following changes relative to retiree health insurance:

SECTION 29 – TERMINAL BENEFITS

Effective January 1, 2012, the County shall pay ninety-five percent (95%) of the health and dental insurance premium cost for individual and family coverage.

The PBA offers the following in support of its proposal:

First, the PBA notes that while retirees have access to the County Health Insurance Plan, their costs are staggering, $1,590.33 each month, particularly to those on a fixed retiree income. Currently, the PBA notes that the County contributes 95% of the cost of the individual plan and no additional amount for those needing family coverage. Moreover, the PBA adds, single coverage is only available to members retiring with 10 years with the County.

Next, the PBA notes that an examination of the comparable agency information compiled by the PBA confirms that the retiree benefit offered by Madison County is not consistent with the benefits received in other comparable agencies. In this regard, the PBA notes that neighboring Onondaga Deputies contribute 15% to the cost of individual and family coverage for both active and retired unit members, an increase from the 10% contribution rate in effect through 2009. Similarly, the PBA notes that in the City of Oneida, an agency within Madison County and with a department of similar size (29 full-time sworn v. 23 full-time sworn officers), officers contributed 15% in 2014, 16% in 2015 and 17% in 2016 for individual or family coverage and with 18 years of service continue coverage on those same terms throughout retirement.

Next, the PBA reminds the Panel that the Madison County Board of Supervisors provides its 19 part-time members with a superior active and retiree health (and dental) benefit than its full-time career deputies. Part-time board members receive lifetime coverage after just 10 years of part-time service whether or not they are technically eligible to retire.

Finally, the PBA asserts that the status quo cannot continue and the County's mantra of zero wage increases, elimination of longevity payments, higher employee and retiree contributions to health insurance must be rejected. The statutory criteria dictate that this Panel grant the PBA's health care and wage proposals in full. This is the only way to compel the County to meaningfully negotiate and rectify the gross disparities and inequities of the current wage and benefit package afforded PBA members.

B. The County's Proposal on Retiree Health Insurance & Rationale

The County proposes the following changes to retiree health care:

29.1 through 29.5. No Change

29.6 (NEW) Retiree Health Insurance Coverage:

29.6.1 Each full-time employee who has completed at least ten (10) years of full-time continuous service as an employee with the County, and who retires directly from the County and receives a pension from the New York State Employees' Retirement System, shall be offered a one-time election at the time of his/her retirement to continue his/her participation in the County's health insurance program as a retiree. The County will pay seventy-five percent (75%) of the premium cost for individual health insurance coverage, with the retiree responsible for the remaining five twenty-five percent (25%). In the even the retiree elects dependent or family coverage, the County shall pay toward the cost of dependent or family coverage the dollar amount equal to seventy-five percent (75%) of the individual premium cost for individual health insurance coverage, with the retiree responsible for the remaining five twenty-five percent (25%).

In the event the retiree elects dependent or family coverage, the County shall pay toward the cost of dependent or family coverage the dollar amount equal to seventy-five percent (75%) of the individual premium cost, with the retiree responsible for the balance of the premium cost. The ten (10) year service requirement herein shall be waived in the event the employee is granted and receives from New York State Employees' Retirement System either an accidental or performance of duty disability retirement.

The County offers the following in support of their proposed change:
First, the County notes that whereas the PBA is not content with the "significant award" gained in its last Interest Arbitration under the Lewandowski Panel, the PBA proposes that the County pay for 95% of individual and family health and dental premiums upon retirement. The County has proposed that its obligation to finance retiree health coverage be reduced to 75% of individual or dependent health insurance coverage. The County notes that its proposed change is in line with several of the comparable counties do not offer the level of benefit that Madison County presently does for retiring PBA members. Thus, by way of example, using the County's list of comparable communities, the County notes that in Otsego County, pre-July 1, 1999 hires enjoy retiree coverage at their active rates, but those hired on or after July 1, 1999 date must have completed twenty-five (25) years of service and receive just a 60% contribution from the County towards individual coverage and 45% toward dependent coverage—and then only until they first become Medicare-eligible. Similarly, the County notes that Cortland County pays 90% of health premium costs in retirement for employees hired prior to April 1, 1989 but a lower percentage (based on the date of hire and the numbers of years of service) for employees hired after that date, and Cortland County makes no contribution for dental insurance for retiring employees.

Next, the County notes that significantly, PBA unit members are able to retire much earlier than other County employees resulting in costs associated with retiree insurance coverage for PBA retirees that are far greater than for non-PBA retirees. In addition, the County notes that its contribution toward retiree health coverage is competitive with what other comparable counties provide. Moreover, the County notes that a better lifetime salary in the

County results in a more beneficial retirement pension, which is then able to be tapped into to pay for health contributions in retirement.

In conclusion, the County urges the Panel to reject any and all proposals by the PBA to further increase the County's health care costs, whether for active or retired members. If anything, and in light of the looming ACA "Cadillac" tax provisions, the Panel should render an award which, at the least, requires both active employees and retirees to pay a higher share of the premium expense for health coverage.

PANEL DISCUSSION ON RETIREE HEALTH INSURANCE

For the reasons that follow, it is the Panel majority's determination that the issue of retiree health be left for further negotiations between the parties, and that the terms of the Lewandowski Award as it relates to Retiree Health be continued without change until such time as the parties negotiate or the terms of any future Interest Arbitration Award dictate otherwise.

First, it is noteworthy, that, as noted above, the Lewandowski Panel unanimously agreed to the inclusion of a retiree health benefit which permits continuation of any retiree who has completed at least ten (10) years of full-time continuous service with the County that the County contribution rate be equal to 95% of the premium cost for individual coverage with the retiree responsible to pay the remaining 5%. This is a significant benefit change gained by the PBA.

Second, in this Award, and without agreement through the negotiation process, the PBA has again reached a milestone with a decreased contribution (to 20%) for active employees electing dependent coverage as defined. This decreased contribution rate is significant and will result in notable savings for those active employees who elect dependent coverage.

Given the foregoing, it is the Panel Majority's opinion that any further enhancement in retiree health coverage should be achieved at the bargaining table. In this regard, it is noteworthy that as discussed in the Award, Managerial/Confidential employees and the County's part-time supervisors are entitled to the following benefit:

Retiree Insurance:

I. For employees hired into a management/confidential position prior to January 1, 2014 covered by this policy who retire directly into and under the provisions of the New York State Employees' Retirement System with at least ten (10) years of continuous service with the County, the County will provide 100% of the premium cost for a health and major medical plan for the retiree. The County will provide a health and major medical plan for the retirees' dependents and the retiree or dependents shall contribute 100% of the premium cost for said dependent coverage.

II. For employees hired into a management/confidential position on or after January 1, 2014 covered by this policy who retire directly into and under the provisions of the New York State Employees' Retirement System with at least ten (10) years of continuous service with the County, the County will provide 90% of the premium cost for a health and major medical plan for the retiree. The County will provide a health and major medical plan for the retirees' dependents and the retiree or dependents shall contribute 100% of the premium cost for said dependent coverage.

III. For elected officials covered by this policy and who complete at least ten (10) years of cumulative service in elected office at the County level, the County will provide 100% of the premium cost for a health and major medical plan for the former elected official. The County will provide a health and major medical plan for the former elected officials' dependents and the former elected officials or dependents shall contribute 100% of the premium cost for said dependent coverage.

Just as this Panel majority was persuaded that a change in the contribution rate for active full-time bargaining unit members was warranted for dependent coverage, and given what the County extends to its full and part-time Managerial/Confidential employees, and part-time Board of Supervisors, taking into consideration that the PBA bargaining unit consists of police officers, so too might a future Panel be likewise persuaded by what is afforded in terms of retiree health benefits as noted above. Accordingly, the Parties are in the best position and are thereby urged to negotiate the benefit rather than having it legislated at this time.

PANEL AWARD ON OUTSTANDING PROPOSALS

Based on the foregoing, and following careful consideration of the Statutory Criteria, testimony and exhibits, documentation and post-hearing briefs filed, the Panel hereby makes the following Award

AWARD DURATION

The term of this Award shall be from January 1, 2012 through December 31, 2013.

X		John F. Corcoran
CONCUR	DISSENT	JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
X		A V. S
CONCUR	DISSENT	ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

AWARD – BASE WAGES

The base wages for all members of this Bargaining Unit shall be increased as follows:

The Deputy Sheriff (hire rate and Steps 1-5) Salary Schedule in effect as of December 31, 2011 shall first be increased effective January 1, 2012 by 2.25% thereby resulting in the Salary Schedule as set forth in Schedule "A".

The Deputy Sheriff (hire rate and Steps 1-5) Salary Schedule created by the 2.25% increase above shall again be increased by 2.25% effective January 1, 2013 thereby resulting in the 2013 Salary Schedule as set forth in Schedule "A".

X		John F. Corcoran
CONCUR	DISSENT	JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
	X	
CONCUR	DISSENT	ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

AWARD – ARTICLE 27, HEALTH INSURANCE – ACTIVE EMPLOYEES

Article 27, Health Insurance/Disability Benefits, shall be amended to read as follows:

27.1 Traditional Health Plan

27.1.1 For all full-time employees in the bargaining unit, the County will contribute as follows:

a) Ninety percent (90%) of the premium cost for individual medical coverage, and individual dental coverage. (No Change)

b) Effective 11:59 p.m. on December 31, 2013, the County shall contribute 80% of the premium cost for dependent medical (defined as any 2-person category or family) coverage, and fifty percent (50%) of the premium cost for Dependent dental coverage. The retroactive reimbursement effect of this change effective

11:59 p.m. on December 31, 2013 and forward shall be calculated as if the contribution rate had changed to 80% of the premium cost for Dependent medical coverage. (See attached Schedule "B").

27.1.2 In recognition that the County has implemented a PPO style self-insured health plan for all other employee groups of the County, including for all Department Heads, Managerial-Confidential unrepresented employees and members of the Board of Supervisors, the above referenced employee contribution structure and payment in 27.1.1 shall be conditioned on the employee and his/her dependents enrolling in either the PPO or High Deductible plan that are available, at his/her option. The County shall provide an open window period which shall be for the period of sixty (60) calendar days after the date of the Panel chair's execution of this Award, to allow for the employee to determine and enroll in which one (1) of the plans set forth herein.

The remainder of this Article 27 not specifically addressed above shall remain unchanged.

CONCUR	X DISSENT	John F. Corcoran JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
X CONCUR	DISSENT	ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

NOTE: SECTION 27.2 (HMO) WAS DELETED FROM THE PARTIES' COLLECTIVE BARGAINING AGREEMENT AS PART OF THE PRIOR 2012 LEWANDOWSKI AWARD AND IS NOT BEING RESTORED BY THIS AWARD.

JFC

NOTE: THE DENTAL premium cost for dependent coverage provides for no change in the percentage.

AVS

AWARD – ARTICLE 29, HEALTH INSURANCE – RETIREES

It is the Panel Majority's determination that the issue of retiree health be left for further negotiations between the parties, and that the terms of the Lewandowski Award as it relates to Retiree Health be continued without change until such time as the parties negotiate [or the terms of any future Interest Arbitration Award dictate] otherwise.

X CONCUR	DISSENT	John F. Corcoran JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
CONCUR	X DISSENT	A V. S ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

AWARD – RETROACTIVITY

Each member of the Bargaining Unit who is on the active payroll of the County as of the date of the Panel Chairman's execution of this Interest Arbitration Award, and any former employee who worked during any period covered by this Award and who retired on or after January 1, 2012, shall receive a retroactive payment computed upon the difference between the new Schedule "A" regular compensation rates and the Schedule "A" regular compensation rate existing immediately prior to the issuance of this Interest Arbitration Award for each hour actually paid, including paid time off and overtime, between January 1, 2012 and the time of the implementation of this Interest Arbitration Award. The [redacted] retroactive effect shall apply with respect to the noted changes in Article 27.1.1 as noted and discussed above, REGARDING THE HEALTH INSURANCE CONTRIBUTION CALCULATION STARTING AT 11:59 PM ON [redacted] December 31, 2013 [redacted] FORWARD.

OK GFC

OK AVS

The terms of this Award shall be implemented, [redacted], no later than 30 calendar days after the date of the Panel Chair's signature and date of this Award, with retroactivity paid no later than 60 calendar days after the date THE TERMS OF THIS AWARD ARE [redacted] implemented. The Panel shall retain jurisdiction until all provisions hereunder have been

OK GFC

OK AVS

implemented and completed as set forth herein. Any disputes shall be returned to the Panel for its determination.

X		John F. Corcoran
CONCUR	DISSENT	JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
X	X	
CONCUR	DISSENT	ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

AVS Concur on panel jurisdiction, implementation and date for retroactivity payment. Dissent on who is paid retroactivity.

AWARD – REMAINING ISSUES

The Panel has reviewed 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 studied and seriously 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 lead to agreement. Moreover, this Panel Chair is of the opinion that Interest Arbitration is not and was never designed to be a substitute for good faith negotiations but was designed as a mechanism to resolve disputes between Labor and Management that may exist notwithstanding their good faith negotiations. Accordingly, the Panel, in reaching what it has determined to be fair results, has not addressed or made an Award on many of the proposals submitted. The Panel is of the view that this approach is consistent with the practice of collective bargaining. Accordingly, we make the following Award:

AWARD ON REMAINING ISSUES – COUNTY

Any proposals and/or terms other than those specifically modified by this Award are hereby rejected.

_____	X	John F. Corcoran
CONCUR	DISSENT	JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
X		Anthony V. Solfaro
CONCUR	DISSENT	ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

AWARD ON REMAINING ISSUES – P.B.A.

Any proposals and/or terms other than those specifically modified by this Award are hereby rejected.

X		John F. Corcoran
CONCUR	DISSENT	JOHN F. CORCORAN, ESQ. EMPLOYER PANEL MEMBER
_____	X	Anthony V. Solfaro
CONCUR	DISSENT	ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER

STATE OF NEW YORK
COUNTY OF WESTCHESTER) ss.:

On this 27 day of October, 2016 before me personally came and appeared, Dennis J. Campagna, Esq., to me known and known to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

RONALD E. JOHNSON
Notary Public, State of New York
Qualified in ~~Dutchess~~ Westchester County
Reg. No. 01JO6303904
My Commission Expires May 19, 2018

Notary Public

STATE OF NEW YORK
COUNTY OF ONONDAGA) ss.:

On this 19th day of October, 2016 before me personally came and appeared, John F. Corcoran, Esq., to me known and known to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

JENNY L MAGILL
Notary Public - State of New York
No. 01MA6200846
Qualified in ~~Onon~~ County Oswego
My Commission Expires ~~Feb. 6, 20~~ April 30, 2017

Notary Public

STATE OF NEW YORK
COUNTY OF ORANGE) ss.:

On this 23rd day of October, 2016 before me personally came and appeared, Anthony V. Solfaro, to me known and known to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

MEGAN MAXWELL
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Orange County
Reg. No. 01MA6278664
Commission Expires March 25, 2017

SCHEDULE "A"

2012-2013 Base Wage Schedule

Title	1/1/12	1/1/13
Deputy Sheriff (Hire Rate) **(A - See Below)**	$20.80/hr.	$21.27/hr.
Deputy Sheriff (MPTC Rate) **(B - See Below)**	$21.80/hr.	$22.27/hr.
Deputy Sheriff (Field Training Completed) **(C - See Below)**	$22.55/hr.	$23.02/hr.
Step 1 (At least 1 year of Continuous service) **(D - See Below)**	$23.38/hr.	$23.91/hr.
Step 2 (At least 2 years of Continuous service) **(E - See Below)**	$24.09/hr.	$24.63/hr.
Step 3 (At least 3 years of Continuous service) **(F - See Below)**	$24.57/hr.	$25.12/hr.
Step 4 (At least 4 years of Continuous service) **(G - See Below)**	$25.06/hr.	$25.62/hr.
Step 5 (At least 5 years of Continuous service) **(H - See Below)**	$25.78/hr.	$26.36/hr.
Sergeant **(1)** Upon Appointment (Hire Rate)	$26.77/hr.	$27.38/hr.

Sergeant **(2)** Completes Probation (Job Rate)	$27.07/hr.	$27.68/hr.
Lieutenant **(3)** Upon Appointment (Hire Rate)	$28.06/hr.	$28.70/hr.
Lieutenant **(4)** Completes Probation (Job Rate)	$28.36/hr.	$29.00/hr.

(1) The differential for a Sergeant upon appointment shall be $.30/hour below the differential for a Sergeant who completes probation. **(N/C)**
(2) The differential for a Sergeant who completes probation shall be 5% over and above a Step 5 Deputy Sheriff. **(N/C)**
(3) The differential for a Lieutenant upon appointment shall be $.30/hour below the differential for a Lieutenant who completes probation. **(N/C)**
(4) The differential for a Lieutenant who completes probation shall be 10% over and above a Step 5 Deputy Sheriff. **(N/C)**

2012-2013 Step Increment – Deputy Sheriff

(A) An employee hired in the title of Deputy Sheriff who has not completed the basic academy in accordance with Municipal Police Training Council (MPTC) standards shall receive the Hire Rate. **(N/C)**
(B) An employee hired in the title of Deputy Sheriff who has successfully completed the basic training academy in accordance with MPTC standards, or when an employee successfully completes said basic training academy, shall receive the MPTC rate. **(N/C)** The MPTC rate is the Hire Rate plus $1.00 per hour. **(N/C)**
(C) Upon the successful completion of field training in the Madison County Sheriff's Office, an employee in the title of Deputy Sheriff shall receive the Field Training (FT) rate. The FT rate is the MPTC rate plus $.75 per hour. **(NC)**
(D) A full-time employee with at least 1 year of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 1 rate. **(NC).**
(E) A full-time employee with at least 2 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 2 rate. **(N/C).**
(F) A full-time employee with at least 3 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 3 rate. **(N/C).**
(G) A full-time employee with at least 4 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 4 rate. **(N/C).**

(H) A full-time employee with at least 5 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 5 rate. **(N/C)**

SCHEDULE "B"

MADISON COUNTY DEPUTY SHERIFF HEALTH INSURANCE

YEAR	2-Person p./Minor	20% Premium	What Was Paid	Difference
2014	$14,437	$2887	$2938	$51
2015	$16,844	$3369	$3913	$544
2016*	$17,518	$3504	$4070	$566
TOTAL				**$1161.00**

YEAR	2-Person p./Spouse	20% Premium	What Was Paid	Difference
2014	$17,500	$3500	$4163	$663
2015	$20,417	$4083	$5342	$1259
2016*	$21,234	$4247	$5556	$1309
TOTAL				**$3231.00**

YEAR	Family	20% Premium	What Was Paid	Difference
2014	24,026	4805	$6773	$1968
2015	28,030	5606	$8388	$2782
2016*	29,152	5830	$8723	$2893
TOTAL				**$7643.00**

*2016 Figures to be prorated if paid prior to 12/31/2016.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
----------X

In the Matter of the Interest Arbitration Between

MADISON COUNTY DEPUTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION, INC.

Employee Organization/Petitioner,

-and-

COUNTY OF MADISON and
SHERIFF OF MADISON COUNTY,

Employer/Respondent.
----------X

PERB Case No. IA2014-006;
M2013-219

For the period of
January 1, 2012 through
December 31, 2013

CONCURRING AND DISSENTING OPINION OF

EMPLOYEE ORGANIZATION PANEL MEMBER

ANTHONY V. SOLFARO

OCTOBER 24, 2016

I dissent from this Award in specific areas for several reasons, and being forced to concur on the health insurance contribution formula due to the Employer's Panel Member dissenting. This Award does not address any other improvements, such as but not limited to initial issue amount for uniforms and equipment, plain clothes allowance, shift differential, sick leave incentive, longevity, education allowance and maximum tuition amount for the bargaining unit. The majority of this Panel has failed in its responsibility to address those areas that are incorporated in the body of the parties' contract. It is interesting that the preceding award, which covered the three (3) year period of January 1, 2009 through December 31, 2011 provided for not only increases to the base wage schedule, which was unanimous, and reflected 2% on January 1, 2009, 2% on July 1, 2009, 2% on January 1, 2010, 2% on July 1, 2010, 2% on January 1, 2011 and 2% on July 1, 2011 on Steps 1-5, and other economic improvements. This same Employer Panel Member concurred with those increases and other economic improvements. The County is in better fiscal condition now. That award also included a new retiree health insurance benefit, which was also unanimously agreed upon. This Panel Chair has been involved in many police and deputy sheriff interest arbitrations, to which I have been a panel member on several. It is unconscionable that improvements in only two (2) areas were awarded, when in my opinion, there was sufficient evidence to award increases in other areas, including better base wage percentage increases. This Panel Chair has noted in many of his awards, that the parties who have agreed to incorporate other related economic improvements should not have them erode because they encompass a relationship that make up the terms and conditions that should not be forgotten, or lose value when not addressed. To do nothing, creates an imbalance, which is what is occurring in this Award, and makes it more difficult in the future to negotiate increases, and thereby be in a "catch up" situation.

BASE WAGE SCHEDULE

The awarded base wage increases of 2.25% each year on January 1, 2012 and 2013, based on the fair and objective reading of the text of this award, are inadequate, especially when there is no award on longevity, shift differential and the like, especially when this County does not meet, either the fund balance or tax rate criteria to qualify as a fiscally eligible municipality, and is found by this Panel Chair to be in decent financial health as stated in the Award. The Award also states that the Panel understands and appreciates the inherently dangerous nature of this profession, as well as the impact of this profession on a deputy's quality of life. That is why it's amazing to me that because the health insurance contribution for the two (2) person categories and family where modified, affecting eleven (11) of the twenty-nine (29) unit members, somehow supports and warrants lower than required base wage increases, without any other improvements. I do not concur. The Panel discussion on wages and active health insurance was dealt with as a "package" as set forth in the Award. Why? The award states that the comparable municipalities designated by this Panel, show that the Madison Deputies fall **far** behind between the 5th and 10th years of service, which would include longevity. Based on the foregoing, the Panel concludes this is a significant finding. Yet, only 2.25% is awarded, without addressing or improving this recognized short coming of the deputy's schedules between the 5th and 10th years.

ACTIVE HEALTH INSURANCE

This Award modifies the existing contribution formula to the 2 person categories as defined, and family. My dissent is twofold. As seen in the text of this Award, the Panel majority concludes and finds it significant that the "Management Compensation Plan", which includes Department Heads, including the District Attorney, County Treasurer, Sheriff and County Clerk,

Managerial-Confidential un-represented employees and members of the Board of Supervisors, who are part time, have the premium cost paid by the County that is significantly better than its contribution towards the premium that unit members represented by the PBA pay. I refer you specifically to pages 27-28 of this Award. The structural change of 80% paid by the County, and 20% by the employee in the 2 person categories, as defined, and family, provides relief. In my opinion, and based on the finding of the majority of this Panel, it should have been modified even further to be in line with the "Management Compensation Plan" contribution. The current structural change should have commenced on the first (1st) day of this Award, January 1, 2012, not at 11:59 p.m. of December 31, 2013, the last day of this Award going forward. If the amount of the employees contribution is deemed to be excessive, then its excessive of January 1, 2012, which additional money should have been returned to those affected unit members. The contribution formula change affects a total of only eleven (11) of the twenty-nine (29) employees in the bargaining unit, which is why the Award herein should have been implemented on the first (1st) day, January 1, 2012, notwithstanding the formula should have gone further as stated herein.

RETIREE HEALTH INSURANCE

This Award sets forth the "Management Compensation Plan" benefit. I refer you to pages 28-29, which is far far superior to that of these deputies, whose work is recognized as stated in this Award as "inherently dangerous ..... as well as the impact... on a deputy's quality of life." Obviously, not enough to improve the retiree health insurance benefit. The Panel majority states in the award that the issue of retiree health benefits should be left for further negotiations between the parties. When you do not have a willing partner, and they flat out refuse to negotiate improvement in retiree health insurance, then what are you supposed to do? The police community has interest arbitration to have this matter addressed when the Employer

will not negotiate, and there is no other place to turn, except arbitration to seek redress. To determine that the issue be left between the parties, is not only unjustified, but, empowers this County to continue its unwillingness to negotiate regarding this issue.

RETROACTIVITY

This Panel Chair, in all of his previous awards that I am familiar with, and several that I have been a member of, has provided retroactivity to anyone who worked during the expired agreement, and set forth clearly and forcefully the basis for awarding retroactivity for work performed, and to be paid for accordingly. In this instance, it appears that no one may be adversely affected, which is no reason to be inconsistent, as stated herein. This again empowers this County to not provide retroactivity to a unit member who separates from service, even though that employee performed the work. The County position is if you are on the payroll or retire, you receive retroactivity. I guess this inherently dangerous profession and the impact of a deputy's quality of life as recognized in this Award doesn't matter to the County for work performed.

Dated: October 24, 2016

Anthony W. Solfaro
Employee Organization Panel Member

ATTACHMENT TO INTEREST ARBITRATION AWARD

ILLUSTRATIONS

THE FOLLOWING INFORMATION IS FOR ILLUSTRATION PURPOSES ONLY. SHOULD ANY OF THE INFORMATION BELOW BE IN CONFLICT WITH THE BODY OF THE AWARD, IN ANY WAY, THE TERMS OF THE AWARD SHALL PREVAIL.

HEALTH INSURANCE: The amounts shown below are illustrations of what the County's and the employee's contribution to the costs of active employee health insurance and dental insurance premiums are under this Award. **NOTE: THESE ILLUSTRATIONS ARE BASED ON HYPOTHETICAL PREMIUM RATES AND DO NOT NECESSARILY REFLECT THE CURRENT PREMIUM RATES WHICH ARE SUBJECT TO CHANGE.**

Category	Premium Cost	County Contribution	Employee Contribution
Individual*	$ 9,500.00/year	$ 8,550.00/year **(90%)**	$ 950.00/year **(10%)**
2 Person/Minor**	$17,600.00/year	$14,080.00/year **(80%)**	$3,520.00/year **(20%)**
2 Person/Spouse**	$21,250.00/year	$17,000.00/year **(80%)**	$4,250.00/year **(20%)**
Family**	$29,150.00/year	$23,320.00/year **(80%)**	$5,830.00/year **(20%)**

* There is no change to the individual contribution rate by the County or employee.

** Effective 11:59 p.m. December 31, 2013 forward.

EMPLOYEE PANEL MEMBER ANTHONY V. SOLFARO'S ILLUSTRATION OF HOURLY RATES EXPRESSED AS ANNUALIZED BASE WAGE EARNINGS

(NOTE: The "Annualized Base Wage Earnings" shown below are based on multiplying the hourly rate of pay by 40 hours each work times 52 weeks each week each year. Any variance in the "Annualized Base Wage earning" and the hourly rates listed in the body of the Award, shall be reconciled by using the hourly rates shown in the Award.)

SCHEDULE "A"

2012-2013 Base Wage Schedule

Title	**1/1/12**	**1/1/13**
Deputy Sheriff (Hire Rate) **(A - See Below)**	$43,264 $20.80/hr.	$44,242 $21.27/hr.
Deputy Sheriff (MPTC Rate) **(B - See Below)**	$45,344 $21.80/hr.	$46,322 $22.27/hr.
Deputy Sheriff (Field Training Completed) **(C - See Below)**	$46,904 $22.55/hr.	$47,882 $23.02/hr.
Step 1 (At least 1 year of Continuous service) **(D - See Below)**	$48,630 $23.38/hr.	$49,733 $23.91/hr.
Step 2 (At least 2 years of Continuous service) **(E - See Below)**	$50,107 $24.09/hr.	$51,230 $24.63/hr.
Step 3 (At least 3 years of Continuous service) **(F - See Below)**	$51,106 $24.57/hr.	$52,250 $25.12/hr.
Step 4 (At least 4 years of Continuous service) **(G - See Below)**	$52,125 $25.06/hr.	$53,290 $25.62/hr.

Step 5 (At least 5 years of Continuous service) **(H - See Below)**	$53,622 $25.78/hr.	$54,829 $26.36/hr.
Sergeant **(1)** Upon Appointment (Hire Rate)	$55,682 $26.77/hr.	$56,950 $27.38/hr.
Sergeant **(2)** Completes Probation (Job Rate)	$56,306 $27.07/hr.	$57,574 $27.68/hr.
Lieutenant **(3)** Upon Appointment (Hire Rate)	$58,365 $28.06/hr.	$59,696 $28.70/hr.
Lieutenant **(4)** Completes Probation (Job Rate)	$58,989 $28.36/hr.	$60,320 $29.00/hr.

(1) The differential for a Sergeant upon appointment shall be $.30/hour below the differential for a Sergeant who completes probation. **(N/C)**
(2) The differential for a Sergeant who completes probation shall be 5% over and above a Step 5 Deputy Sheriff. **(N/C)**
(3) The differential for a Lieutenant upon appointment shall be $.30/hour below the differential for a Lieutenant who completes probation. **(N/C)**
(4) The differential for a Lieutenant who completes probation shall be 10% over and above a Step 5 Deputy Sheriff. **(N/C)**

2012-2013 Step Increment – Deputy Sheriff

(A) An employee hired in the title of Deputy Sheriff who has not completed the basic academy in accordance with Municipal Police Training Council (MPTC) standards shall receive the Hire Rate. **(N/C)**

(B) An employee hired in the title of Deputy Sheriff who has successfully completed the basic training academy in accordance with MPTC standards, or when an employee successfully completes said basic training academy, shall receive the MPTC rate. **(N/C)** The MPTC rate is the Hire Rate plus $1.00 per hour. **(N/C)**

(C) Upon the successful completion of field training in the Madison County Sheriff's Office, an employee in the title of Deputy Sheriff shall receive the Field Training (FT) rate. The FT rate is the MPTC rate plus $.75 per hour. **(NC)**

(D) A full-time employee with at least 1 year of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 1 rate. **(NC)**.

(E) A full-time employee with at least 2 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 2 rate. **(N/C)**.

(F) A full-time employee with at least 3 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 3 rate. **(N/C)**.

(G) A full-time employee with at least 4 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 4 rate. **(N/C)**.

(H) A full-time employee with at least 5 years of continuous permanent service in the title of Deputy Sheriff following the date that employee achieved the FT rate shall receive the Step 5 rate. **(N/C)**