

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Interest Arbitration

-between-

GREENE COUNTY DEPUTIES UNION, LOCAL 2790G
OF THE NEW YORK STATE LAW ENFORCEMENT
OFFICERS UNION, COUNCIL 82

Employee Organization,

-and-

GREENE COUNTY AND THE GREENE COUNTY SHERIFF
Joint Public Employers,

PERB Case No. IA2009-038; M2008-301

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

Ennio J. Corsi, Esq.
Employee Organization Panel Member

Elayne G. Gold, Esq.
Public Employer Panel Member

APPEARANCES:

For the Greene County Deputies Union, Council 82
Matthew P. Ryan, Esq.
Associate General Counsel, Council 82

For Greene County & the Greene County Sheriff
Roemer Wallens Gold & Mineaux LLP
Dionne A. Wheatley, Esq., Of Counsel

BACKGROUND

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law,
the undersigned Panel was designated by the Chairperson of the New York State Public

OPINION

AND

AWARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

Employment Relations Board ("PERB") to make a just and reasonable determination of a dispute between the Greene County Deputies Union (Union) and Greene County and the Greene County Sheriff (collectively referred to as "County").

The County is a municipal corporation that is located in the northern part of the mid-Hudson Valley. It is contiguous with Ulster County to the south, Delaware County to the west, Schoharie County and Albany County to the north and Columbia County to the east. The County's population is nearly 50,000.

The Sheriff's office operates on a 24/7 basis. The deputy sheriffs generally work twelve hour shifts.

The Union is the exclusive bargaining agent for all full-time deputy sheriffs (criminal) and all full time deputy sheriff sergeants (criminal). At the present time, the Union represents approximately twenty-three bargaining unit members.

Five other bargaining units have contractual relationships with the County. Four of the five units have agreements in place for the period covering all or part of this Award. The County's agreement with the Civil Service Employees Association general unit calls for wage increases of 3% effective January 1, 2009. The County's agreement with the AFSCME unit calls for wage increases of 2.5%, January 1, 2009 and 2.5%, effective January 1, 2010. The County's agreement with the International Brotherhood of Teamsters calls for wage increases of 3.75% effective January 1, 2009 and no increase for 2010. Finally, the County's agreement with the New York State Nurses Association calls for no increase to the salary schedule in 2009 and 2010. Instead, all full-time employees received a one-time lump sum payment of \$600 in both 2009 and 2010.

The last collective bargaining agreement between the parties covered the period January 1, 2006 through December 31, 2008. In November 2008, the parties began negotiations for a successor contract but the negotiations were unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, a PERB-appointed mediator met with the parties. Mediation was unsuccessful and on March 18, 2010, the Union filed a Petition for Interest Arbitration (County Exhibit C) pursuant to Section 209.4 of the Civil Service Law.

The County filed a Response to said Petition on March 31, 2010 (County Exhibit D). Thereafter, the undersigned Public Arbitration Panel was designated by PERB, pursuant to Section 209.4 of the New York State Civil Service Law, for the purpose of making a just and reasonable determination of this dispute.

Hearings were conducted before the Panel at the offices of the County on November 19, 2010 and February 3, 2011. The parties were represented by counsel at both hearings. Both parties were afforded the opportunity to present evidence, call witnesses and to cross-examine adverse witnesses. Both parties submitted numerous and extensive exhibits and documentation, as well as extensive arguments on their respective positions. The parties submitted written briefs on the outstanding issues in April 2011.

Thereafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by the parties. After significant discussion and deliberations at the Executive Session held on May 6, 2011 and subsequent telephone conference calls between Panel members in June 2011 and July 2011, the Panel reached agreement on the terms of this Interest Arbitration Award. The Award consists of many compromises and represents a complete package. Neither of the concurring Panel members would accept each

individual recommendation in isolation. However, as only a simple majority is required on each item, the support of all items by at least the Panel Chairman and one other Panel Member results in this binding Award. Accordingly, all references to "the Panel" in this Award shall mean the Panel Chairman and at least one other concurring Panel Member.

The positions taken by both parties are quite adequately specified in the Petition, the Response, numerous hearing exhibits, and post-hearing written submissions, which are all incorporated by reference into this Award. Such positions will be merely summarized for the purposes of this Opinion and Award. Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period January 1, 2009 through December 31, 2010.

In arriving at such determination, the Panel has specifically reviewed and considered the following factors, as detailed in Section 209.4 of the Civil Service Law:

- a) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b) the interests and welfare of the public and the financial ability of the public employer to pay;
- c) comparison of peculiarities in regard to other trades or professions, including specifically, 1) hazards of employment; 2) physical qualifications; 3) educational qualifications; 4) mental qualifications; 5) job training and skills;
- d) the terms of the collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

COMPARABILITY

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

Union Position

The Union contends that its members should be compared primarily with other counties that are contiguous to Greene County. It justifies its universe of comparables by asserting that employees in this universe constitute the labor market that competes for skills and services of individuals in the unit. They also have the same job description, similar skills and similar training. Furthermore, they face similar tax burdens and housing costs.

The Union argues that police officers working in the Village of Catskill are also an appropriate comparable. It argues that the Village of Catskill is the only other police jurisdiction in Greene other than the County's deputy sheriffs that provide 24 hour per day, seven day per week law enforcement coverage for 365 days a year.

The Union asserts that even though some of the comparable jurisdictions range in population, its proposed universe of comparables is most appropriate because it constitutes the labor market in the region. The Union stresses that Columbia County should be given additional consideration because of its close proximity to Greene County and because its population is nearly the same as Greene County. On the other hand, the

Union maintains that Delaware and Schoharie Counties should be given less weight because they do not provide 24/7 police protection.

The Union notes that all of the comparables are within a general range of 2 to 6 index crimes per officer. This demonstrates similar working conditions for police officers working in these jurisdictions.

The Union objects to the County's claim that Montgomery County should be considered a comparable jurisdiction. The Union contends that Montgomery is not contiguous with Greene County and is not part of the same labor market. In addition, there are no crime statistics or other information presented by the County showing that the workload and type of work performed by deputies in Montgomery County is similar to the work performed by deputies in Greene County.

County Position

The County contends that the counties of Columbia, Delaware, Montgomery and Schoharie should be the universe of comparables because they are all (except Montgomery) located in close proximity to Greene County and because their median household incomes are similar to Greene County.

The County disagrees with the Union's request to add Albany, Rensselaer, Ulster and the Village of Catskill to their comparability study. The County maintains that these counties all have populations that are at least triple that of Greene County. In the County's view, these jurisdictions also have more deputies who respond to a higher volume of crime calls.

The County avers that the Village of Catskill is not an appropriate comparable. It argues that the Village has 21 police officers compared to 35 sworn deputies in Greene

County. According to the County, the Village of Catskill's population of 4,392 and median household income of \$28,075 compared to the Greene County median income of \$45,628 underscores the differences between the County and the Village of Catskill. In addition, there are further differences in that the Village of Catskill's index crime is much higher than the County's.

Finally, the County maintains that the distinctions in the way villages and counties operate economically mandates that the Village of Catskill not be considered a comparable. The County contends that a village's public safety expenses are usually the largest component of a village's budget. On the other hand, a county's social service expenses usually far exceed public safety expenditures. In addition, the County observes that the Union did not present any evidence demonstrating that Greene County deputies have a history of leaving employment with the County to take a police officer position with the Village of Catskill. Finally, the County cites a 2006 interest arbitration award where a panel in the *Onondaga Deputy Sheriff's Police Association* concluded that a village police department is not truly comparable to a deputy sheriff's unit.

Panel Determination on Comparability

The Panel finds that the most comparable jurisdiction to Greene County is Columbia County. Both jurisdictions have a similar number of residents, similar household incomes and are contiguous with one another (i.e., they border each other at the Hudson River). Both jurisdictions have a similar number of index crimes per year and provide 24/7 police service. While Delaware County and Schoharie County share some of the same characteristics, those counties do not provide 24/7 police protection. For this reason, although the counties of Delaware and Schoharie should be considered a

comparable, they should be given less weight than Columbia County for comparability purposes.

Similarly, Rensselaer and Ulster must be considered to be part of the universe of comparables to be accorded less weight than Columbia. These counties are significantly larger than Greene County in terms of population. There are parts of both of these counties that share little in common with Greene County. However, their geographical proximity to Greene County, coupled with their similarities in median household income, median home value and index crime rates per sworn police officers, makes it abundantly clear that deputies in these jurisdictions share similar dangers, work responsibilities and have similar economic conditions to contend with.

The Panel finds that the counties of Montgomery and Albany should not be considered in the universe of comparables. Montgomery has been rejected by the Panel because it is not in the same labor market as Greene County. Albany is rejected by the Panel because it is so much larger than Greene County and has such a vastly different housing market. Notably, Albany County serves a population of nearly 300,000, which is six times larger than Greene County. In addition, the Albany County median home value is \$166,300. This is nearly twice the median cost of a home in Greene County, which stands at \$92,400.

Finally, the Panel determines that the Village of Catskill should be accorded some weight as a comparable jurisdiction. The Village of Catskill police station is merely steps from the home of the County's government. The Village's police officers share similar working conditions, share the same jurisdiction and have the same housing market as the County's deputies. The fact that they are a different form of government makes them

distinguishable to the point where the Village of Catskill should not be considered the most significant comparable. However, it should be considered as a comparable.

Accordingly, the Panel finds that pursuant to the statutory criteria, the comparable having the greatest influence over the Panel is Columbia County. The Panel finds that the jurisdictions of Delaware County, Rensselaer County, Schoharie County, Ulster County and the Village of Catskill also should be accorded some weight as they share some similarities that make them comparable with Greene County.

ABILITY TO PAY

Union Position

The Union asserts that the evidence presented conclusively establishes that the County has the ability to pay for a fair and reasonable increase. According to the Union, there are several aspects of the County's budget in 2008 and 2009 that show that the County is in much better financial shape than it claims it is in. For example, the County ended up expending nearly \$3.5 million less in 2008 than it budgeted and its revenues were more than \$135,000 than it budgeted for in 2008. In addition, although the County received more than \$4.3 million less in revenue than it budgeted for in 2009, it expended more than \$6.3 million less than it budgeted for in 2010.

The Union observes that the County finished 2009 with one month's spending on hand in the general fund. In the Union's estimation, this is a reasonable figure and indicative of solid financial flexibility. In addition, the Union contends that government financial experts typically recommend that unreserved funds total at least 5% of fund spending. The Union maintains that by this measure the County's \$9.633 million of

unreserved funds, i.e., a 12.6% ratio of unreserved funds, as a percentage of fund expenditures is indicative of solid finances.

The Union avers that the County's general fund had a large surplus in both 2008 and 2009. In both years, it maintains that the County transferred large amounts of these surpluses to special revenue funds. According to the Union, the County's general fund losses are attributable solely to the fact that the County is making huge transfers from the general fund to special revenue funds.

The Union claims that all of the County's economic data shows that its budget is not operating in deficit status and that it has several million dollars in unreserved funds. The Union estimates that all of its proposals would cost approximately \$600,000, representing a mere 6% of the County's total fund balance. In sum, the Union insists that, despite the recession, the County's finances are solid and that it has the means and ability to pay for a reasonable award.

County Position

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

The County stresses that in 2000, 12.2% of its residents lived below the poverty level. The County worries that that figure is on the rise because unemployment in Greene County is extremely high (at 8% since April 2009). The County notes that delinquent taxes have remained high since 2009 when the amount was over \$3 million and which exceeded \$3.5 million in 2010. Equally important, the number of residents seeking some

form of public assistance in Greene County has been increasing since 2009 and reached 28% as of December 2010.

The County insists that its General Fund expenditures have been exceeding revenues in each of the past several years. It notes that in 2005 the County had an unreserved fund balance of \$15 million and that by the end of 2009 its unreserved fund balance had decreased to \$7 million. According to the County, its former Interim Administrator Dan Frank testified that \$7 million "is as low as we can go." Moreover, the County stresses that Mr. Frank testified that it is recommended that municipalities maintain a minimum fund balance equaling the value of two months of expenditures and that \$7 million is woefully inadequate to meet this minimum requirement.

The County insists that it has been operating in a deficit status in 2008 and 2009. It asserts that its expenditures exceeded revenues by \$2.1 million in 2008 and \$2.3 million in 2009. With the County's bleak economic picture, it insists that it has no choice but to contain its expenses. In the County's view, the question is not whether the County's taxpayers can afford to pay local taxes but whether the taxpayer can even survive the current economic downturn. The County stresses that it is in such a precarious financial condition that it has laid off 15 employees in 2011 and not filled over 30 other positions. For these reasons, the County argues that it would not be fair and reasonable to grant the Union's proposals.

Panel Determination on the County's Ability to Pay

The Panel recognizes that during the term of this Award, the national, New York State and local economy went into a tailspin unlike anything seen in recent memory. Revenues went down and unemployment substantially increased. The housing market

significantly dipped for the first time in years and numerous companies went out of business or struggled to stay afloat. New York and its municipalities have clearly been affected by the uncertainties caused by this recession.

On the other hand, the Panel finds that the record establishes that the County has done an excellent job of managing its resources. The Panel is confident that the County's prior fiscal management will allow it to maintain a fiscally solvent position despite the difficult economy. The Panel finds that the County has the ability to pay for the wage increases set forth in this Award. Thus, the Panel finds that the wage increases awarded herein constitute a fair and reasonable Award.

THE INTERESTS AND WELFARE OF THE PUBLIC

Union Position

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

The Union stresses that the County taxpayers benefit from having a professional, well-trained Sheriff's office. In the Union's estimation, the deputies' role has markedly increased since 2007 when its deputies started providing round the clock law enforcement coverage. The patrol division handled 14,425 calls for service, an increase of 24% from 2008. Road patrol mileage also increased by over 80,000 miles from 2008 to 2009.

The Union insists that its deputies provide valuable law enforcement coverage that ensures that the residents of the County are well protected. The Union maintains that wages and benefits for its deputies must be increased and brought in line with comparable

jurisdictions so that the County can attract and retain quality officers. The Union opines that the Panel must issue an Award that allows its members to remain competitive with other officers in the universe of comparables so as to assure that its offers will not leave the County for other positions in the area.

County Position

The County stresses that the Panel is obligated to consider the fact that its Award will directly affect the citizens and taxpayers of the County and the economic future of the County for years to come. The County observes that the Panel must consider the fact that it is allocating one aspect of the County's limited resources. The revenue needed by the County to pay for this Award competes with other municipal services and the wages and benefits provided to other municipal employee groups. Since the Panel's Award will undoubtedly affect the agreements made between the County and other employee groups, the Panel must exercise its power with great caution. It must consider the fact that citizens in the County earn less on average than County deputies. It must also consider the fact that citizens in the County are struggling with increased unemployment, increased tax burdens and declining values of their homes. These considerations, along with the fact that the economic forecast is not bright, mandate that the Panel exercise its power with great care and caution while fashioning its Award.

Panel Determination on Interests and Welfare of the Public

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

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

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

CONSIDERATION OF PECULIARITIES OF THE POLICE PROFESSION

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

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

Panel will give limited consideration to the County's handling of negotiations with its other non-police municipal workers.

**BASE SALARY, LONGEVITY, ADDING STEPS TO THE SALARY SCHEDULE
AND ELIMINATING SHIFT DIFFERENTIAL**

Union Position

As in almost every interest arbitration, the appropriate salary increase is at the heart of the dispute. The Union has several different proposals to increase compensation. It proposes a 9% salary increase in each year to the existing schedule. It proposes that two additional steps be added to the salary schedule beyond the current Step 5 with a 3% differential from Step 5 to Step 6 and an additional 3% differential from Step 6 to Step 7. It proposes to eliminate the shift differential for a one-time addition of \$4,000 to base salary. Finally, it proposes increases of \$400 to each of the longevity steps.

The Union insists that the base wage and longevity comparison it produced shows that Greene County's deputies receive far less compensation than a great majority of the universe of comparables. The Union maintains that its proposals should be awarded to allow its members to be competitively compensated vis-à-vis other police officers in the labor market that provide 24/7 police protection.

The Union contends that its wage comparison shows that Greene County deputy and sergeant salaries are behind all other jurisdictions employing full time around the clock police coverage both when longevity payments are excluded and when they are factored in. It notes that Greene County's starting salary of \$35,428 is the lowest in the universe of comparables. Equally important to the Union is that Greene County salary

payments with longevity factored in are only higher than Delaware County and Schoharie County in the universe of comparables at early longevity steps (5, 6, or 7) and at intermediate longevity steps (9, 10, 11 or 12 years). In the Union's estimation, this needs to be rectified because Schoharie and Delaware counties do not provide around the clock police protection.

The Union insists that its proposal is also warranted when doing an internal comparative review with the County's title outside the unit that is most comparable to a deputy sheriff. The Union notes that a Greene County probation officers makes approximately \$4,000 more in the first year of service than a deputy sheriff. These differentials increase to \$5,000 at five years of service and nearly \$8,000 after approximately 20 years of service.

The Union stresses that the Greene County deputies and sergeants earn several thousand dollars less than comparable titles in Columbia County, the most relevant comparable. Of significant note to the Union is that deputy sheriff base wages range from \$40,755 to \$54,445 in Columbia County whereas base wages in Greene County range from \$35,428 to \$49,629. Similar differences exist when examining sergeant salaries.

The Union finds the County's demand for a wage freeze to be woefully inadequate and completely unfair to its officers. The Union notes that several bargaining units in the County received wage increases in 2009. These include CSEA with a 3% increase, AFSCME with a 2.5% increase and the Teamsters with a 3.75% increase. The Union notes that although the New York State Nurses Association agreed to forego base wage increases in 2009 and 2010 that all of its members received lump sum payments of \$600 each in 2009 and 2010. In the Union's view, this shows that the County's claim that

it has no money for wage increases is completely unsupported by the record and should be rejected. The Union insists that its officers and sergeants should not be required to forego raises just so the County can maintain its fund balance.

The Union is particularly distressed that it is being asked to forego raises and sacrifice after other bargaining units received salary increases. The Union notes that Arbitrator Peter Prosper rejected this proposal in St. Lawrence County. He held that St. Lawrence County "...may not ask one group to sacrifice and leave others unscathed."

The Union argues that its proposals on shift differential and longevity are also warranted because they will help in closing the compensation gap between the salaries received by members of this bargaining unit and officers working in the universe of comparables.

For all of the reasons above, the Union contends that the Panel should grant its proposals on salary, adding steps to the salary schedule, differential and longevity.

County Position

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

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

County stresses that all economic indicators continued to show downward trends in 2009. The County saw its sales tax revenues fall while social security and pension costs increase. To make matters worse, the demand for its services increased.

The County asserts that the Union's proposals are completely unreasonable. It notes that they cumulatively would cost the County more than 12 % for each of the two years. The County maintains that this is not reasonable given the County's fiscal constraints.

In the County's view, the Union's demands for 12% annual increases are also unreasonable in light of the salaries received by the other bargaining units in the County. The County avers that all of the wage increases negotiated with other bargaining units were in the range of 0% to a high of 3.75%. The County stresses that as the economy faltered and its economic condition worsened that the availability of funds for increases no longer exists.

The County insists that exhibits introduced by both parties demonstrate that County deputy sheriffs and sergeants are competitively compensated. It notes that deputies' wages in 2008 were higher than deputies in the counties of Delaware and Schoharie. The County asserts that its compensation package is even more competitive when longevity is factored in.

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

However, the County maintains that it has an obligation to the taxpaying public and that it cannot sustain any additional costs at this time. It notes that it has seen its revenues decline and its expenses increase to the point where it has absolutely no

additional monies to support any salary increases. It notes that its unreserved fund balance has shrunk to \$7 million in 2009 from \$15 million in 2005. This steady decrease in fund balance has left the County in the precarious position of having a mere one month of operating expenses in its fund balance. The County stresses that its overall economic picture is precisely why it offered no salary increase to the deputies and precisely why the Panel should not award a salary increase.

Panel Determination on Salary

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

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

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

County deputies and sergeants enjoy competitive longevity payments at all levels. For this reason, the Panel will not be awarding any increases in these areas.

The Panel is not awarding the Union's proposal to eliminate the differential and increase base wages by \$4,000 and its proposal to add two new steps to the salary schedule because these proposals are prohibitively expensive in this economic climate.

The Union's base wage proposal of 9% per year also needs to be significantly moderated because it is not reasonable in this economic climate. There are simply no settlements with any of the comparables or between the County and any of its other employee groups that are anywhere near the percentage proposed by the Union. In addition, the Consumer Price Index for the relevant time period has been modest. Finally, the County does not have the resources to devote such a significant portion of money to salaries of one bargaining unit while it is struggling to preserve services to its residents.

The Panel finds that the County has the ability to pay for an increase in base wages that is in the range with what it has agreed to with several of its other bargaining units.¹ When considering base wages, the Panel finds clear support for its determination that a fair increase in wages is justified in order to keep deputy sheriffs and sergeants at or near their present position vis-à-vis the universe of comparables. The adjustments of 3.0% effective January 1, 2009 and 2.5% effective July 1, 2010 are necessary in order to allow Union members' base wages to remain competitive. This is particularly the case when one considers the fact that Columbia County's deputies and sergeants earn significantly higher wages than officers in Greene County and that deputy sheriffs in the counties of Delaware and Schoharie are receiving wage adjustments during this time

¹ If the County was in a stronger financial position, the Panel would award this unit higher wage adjustments than the other County units due to the unique work they perform and the hazards of the profession.

period that exceed the amount awarded by this Panel. The Panel believes the increases granted will help the deputies remain somewhat competitive with the comparables.

A consideration of the statutory criteria also allows the Panel to take into consideration the County's settlements with other bargaining units. When the Panel considers the fact that the County has agreed to increases with the other units for the time period covering this Award that are in excess of this salary award, the Panel reaches the conclusion that its award is fair and appropriate².

Finally and probably most importantly is the fact that the Panel determines that the County has the ability to pay for this award. Based on the 2008 salaries, the County's costs for wages was \$1,141,898 with 1% being \$ 11,418. Thus, the Panel's award of 3% in 2009 will cost the County approximately \$34,000. The Panel has not granted a wage increase for the first six months of 2010. The deferral of the 2010 wage increase of 2.5% until July 1, 2010 will reduce the impact of the increase for 2010 by 50% that year since the raise will only be provided in the second half of the year. Consequently, the second year cost to the County for the 2010 raise will be an additional \$16,000 or so. The total cost of this settlement is far less than 1% of the County's overall unreserved fund balance. The Panel finds that these salary increases are reasonable and will have a modest impact, if any, on the County's fund balance.

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

² The Panel recognizes that some of the County's settlements with its other units occurred prior to the economic downturn. Nonetheless, they have some relevance in the Panel's determination of salary herein.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following:

AWARD ON SALARY, LONGEVITIES AND DIFFERENTIALS

1. Steps 0-5 and Step 8 of the 2008 salary schedule will be increased by 3.0%, effective January 1, 2009.
2. Steps 0-5 and Step 8 of the 2009 salary schedule will be increased by 2.5%, effective July 1, 2010.
3. The Union's proposal to add Steps 6 and 7 is rejected.
4. The Union's longevity proposal is rejected.
5. The Union's proposal to add \$4,000 to base wages in exchange for the elimination of the night differential is rejected.

See attached dissent
Concur Dissent
Elayne Zell
For Public Employers

1 & 2 3, 4, & 5
Concur Dissent
Elmer
Employee Org.

MEAL ALLOWANCE

Union Position

The current CBA allows all unit members to receive a meal allowance of \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner for all County-approved business occurring outside of Greene County. The Union seeks to have meal allowances paid at the current federal rate. The Union maintains that this is the fairest way to handle meal allowances because the federal standards are based on a variety of objective economic

measures. The Union also opines that an increase is warranted because the rates have not been increased for the past several years.

County Position

The County stresses that the current meal allowance is more than adequate and is competitive with the amounts provided to other deputies in the universe of comparables. It raises a concern about the Union's uncertainty about the current federal meal rates. In the County's view, since the Union has failed to present a compelling need for an increase to the meal allowance rates, the proposal should be rejected.

Panel Determination on Meal Allowance

The Panel finds that an increase to the meal allowance rates is warranted. The current amounts have not been adjusted for several years. Thus, as the cost of food has increased, deputies on County-approved business are finding themselves with less buying power to purchase meals.

The Panel determines that the parties should continue with the current model of paying a fixed rate for all three meals. Unlike the federal meal rates, which are not certain from year to year, a fixed rate in the CBA is clear and understandable to all parties.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following:

AWARD ON MEAL ALLOWANCE

Article 13(13.2) shall be amended effective December 31, 2010 by increasing the meal allowance rates to \$8.00 for breakfast, \$12.00 for lunch and \$18.00 for dinner.

Concur

Edey Hill

Dissent
*For Public
Employees*

Elm

Concur

Dissent

Employee Org.

PRORATED PAYMENT OF STIPENDS AT RETIREMENT

Union Position

Currently, deputies who work a substantial portion of the year but who retire before December 31 in a given year do not receive the longevity stipend. The Union asserts that this is patently unfair as the retiring unit member receives nothing after devoting a substantial portion of the year to County service. The Union proposes that deputies retiring before the end of the year be eligible to receive all stipends on a prorated basis determined by the time of the year the retirement occurs.

County Position

The County asserts that this proposal should be rejected because unit members already receive substantial economic benefits at the time of retirement. Since retirement benefits are already an enormous County expenditure, the County urges the Panel to reject this proposal.

Panel Determination on Prorated Payment of Stipends at Retirement

The Panel finds that this proposal is warranted. It is unreasonable to the Panel that a deputy in his or her last year of employment would be denied longevity payments just because he or she does not complete the calendar year. In the Panel's view, a more appropriate approach would be to allow these benefits to be prorated if the employee does not complete the year.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following:

AWARD ON PRORATED PAYMENT OF STIPENDS AT RETIREMENT

Add a new section at Article 7 providing that "All benefits including stipends will be prorated in the retirement year of all employees."

Elaine Gold
Concur
for Public Employer

_____ Dissent

Blum
Concur
Employee Org.

_____ Dissent

ELIMINATION OF HMO PLAN OPTIONS

County Position

The County proposes to eliminate the references in the CBA to the County's obligation to offer employees HMO plans and replace the references with an Exclusive Provider Organization (EPO) Plan. The County would continue to offer a PPO plan.

The County asserts that in January 2009 it reached out to the Union to discuss the escalating costs of the HMO plans offered by the County. After reviewing the data, the County and Union agreed to a January 20, 2009 Side Letter that eliminated the option of offering HMO plans and replaced them with the option to offer an EPO plan. Thus, the County simply seeks to incorporate this cost saving measure into the CBA.

Union Position

The Union recognizes that it agreed to eliminate the option of having its employees enroll in the HMO plans that were offered by the County in 2009. However, the Union does not wish to be foreclosed from the option of enrolling in more cost effective HMOs in the future.

Panel Determination on Elimination of HMO Plan Options

The Panel finds that the County's proposal to incorporate the January 20, 2009 Side Letter into the CBA is reasonable and should be awarded. The Side Letter evinces the parties' mutual recognition that the HMO plans formerly offered were prohibitively

expensive and could no longer be offered. This is fiscally responsible and the parties' mutual intent should be effectuated.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following:

AWARD ON ELIMINATION OF HMO PLAN OPTION

Article 9 shall be amended by incorporating the January 20, 2009 Side Letter into the provision, i.e., all references to HMO Plans being offered shall be eliminated.

[Signature]
Concur
For Public
Employers

_____ Dissent

_____ Concur

[Signature]
Dissent
Employee Org.

REMAINING ISSUES

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

AWARD ON REMAINING ISSUES

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

RETENTION OF JURISDICTION

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

DURATION OF CONTRACT

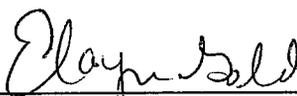
Pursuant to the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law), this Award provides an Agreement for the period commencing January 1, 2009 and ending December 31, 2010.



JAY M. SIEGEL, ESQ
Public Panel Member and Chairman

9/27/11

Date



ELAYNE G. GOLD
Employer Panel Member

9/26/11

Date



ENNIO J. CORSI
Employee Organization Panel Member

9-26-11

Date

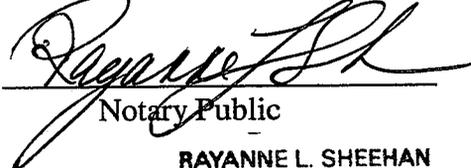
STATE OF NEW YORK)
COUNTY OF PUTNAM) ss. :

On this 27th day of September 2011 before me personally came and appeared Jay M. Siegel, Esq., to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.


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

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

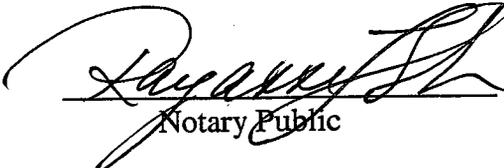
On this 26 day of September 2011 before me personally came and appeared Elayne G. Gold, Esq. to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.


Notary Public

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

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

On this 26 day of September 2011 before me personally came and appeared Ennio J. Corsi, Esq. to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.


Notary Public

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

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Interest Arbitration

- between -

GREENE COUNTY DEPUTIES UNION, LOCAL
2790G OF THE NEW YORK STATE LAW
ENFORCEMENT OFFICERS UNION,
COUNSEL 82,

Employee Organization

- and -

GREENE COUNTY AND THE GREENE COUNTY
SHERIFF,

Joint Public Employers,

PERB CASE NO. IA2009-038; M2008-301

DISSENT OF
PUBLIC EMPLOYER
PANEL MEMBER

I respectfully dissent from the majority opinion of this Interest Arbitration Opinion and Award.

I begin by saying that the County and its Sheriff hold in the highest regard all of the men and women who serve in the Sheriff's Office. They are dedicated to their work and to the people of Greene County.

Nevertheless, Greene County is in the midst of a financial downturn, the likes of which have not been seen by most of us in our lifetime. The economic hardships are being felt throughout our nation and our State. Greene County, like many other municipal governments (as well as private employers) has had to layoff fifteen (15) people; thirty (30) other positions remain vacant and will be attrited. . .that is, left unfilled. The State of New York has imposed a

two (2%) percent property tax cap (which, as of 2012, restricts tax levy increases to no more than two (2%) percent or the rate of inflation, whichever is lower), raised pension costs, and yet continues to mandate that counties undertake more and more responsibility. Primary among that responsibility is the provision of social service programs to County residents. At the time of this Interest Arbitration proceeding, Greene County had 28 percent of its residents seeking some form of public assistance. I offer that this number has, or soon will, skyrocket due in large part to Tropical Storm Irene and the follow-up of Tropical Storm Lee. These storms left Greene County a Federal and State disaster County where flooding was rampant, folks are homeless, communities are left to rebuild while other communities have been entirely destroyed.

Greene County has five (5) other bargaining units. In 2009 the County did provide to some of those units between 2.5 percent and 3.75 percent for wage adjustments. It is crucial to note that these agreements were negotiated well before the economic downturn. (See footnote number 2 of this Award, p. 21.) This fact was disregarded by the majority of this Interest Arbitration Panel. The Panel ignored that Greene County was set to proceed to Legislative imposition with its Nurses unit when that unit agreed to a wage freeze for 2009 and 2010; the employees of the Nurses unit only received a six hundred (\$600.00) dollar not-on-base bonus. Also ignored by this Panel was the fact that the Teamsters bargaining unit agreed to a wage freeze in 2010. These unions understood the County's precarious economic condition. The Greene County Deputies sought over nine (9%) percent in each year of its agreement with the County while in negotiations. This position was unreasonable from the start. The Union maintained this position throughout the Interest Arbitration proceeding.

County Interim Administrator Dan Frank testified that in terms of the County being able to meet its short-term obligations, there was less than one month of operating expenses available.

The Union's financial witness testified that as the County had a one-month operating expense "balance," there was no crisis present in Greene County. I offer that if any one of us had in our own bank account merely one month's worth of money to pay our bills and "operate" our household, we would be in a panic. Why should a municipality, responsible for well in excess of a typical household budget be thought of on an any different basis? Put quite simply, it cannot. As Dan Frank put it, "this is not a healthy situation."

The Panel concludes that "the County has done an excellent job at managing its resources." Based upon the economic Award by this Panel, it appears that a municipality not yet bankrupt is to be punished for its financial constraint and practicality.

The Panel concludes that the granting of a three (3%) percent wage adjustment retroactive to January 1, 2009, "will cost the County approximately thirty-four thousand (\$34,000.00) dollars (p. 21, Award). This disregards the fact that all retro pay must result in an adjustment for additional overtime monies, payments to the New York State Retirement System, increased payroll taxes, and adjustment to all other benefits which are tied to the base wage. Even though the 2010 wage adjustment is retroactive to only July 1 of that year, the "cost" of the raise is well in excess of the sixteen thousand (\$16,000.00) dollars the Panel calculated.

The Panel disregarded Mr. Frank's testimony that even without a base wage adjustment the Deputies receive "hidden money" in the form of Step increments. For example, in 2009, the average pay would increase by 4.89% even without any adjustment to the base wage. In 2010, the Step increments would result in an average of a 3.88% salary boost for a Deputy (*see* County Exhibit S. at p. 25). Furthermore, the panel disregarded that County Deputies receive longevity payments regardless of any adjustment to the wage scale. In 2009, the cost to the County of longevity for the County's Deputies is twenty-three thousand two hundred (\$23,200.00) dollars,

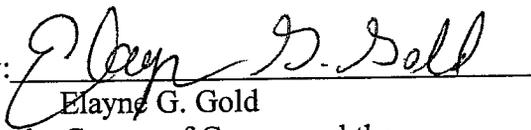
while in 2010, that amount raises to twenty-eight thousand (\$28,000.00) dollars. Note that these numbers do not even include the cost to the County of providing health insurance to the Deputies as well as payments to the New York State Retirement System. All these together constitute wages and/or economic enhancements to an employee's salary.

The Panel Award in this case, under the economic circumstances, is neither just nor reasonable. Like all other County employees, all of whom work hard and face unique experience, responsibility and job hazards, the Greene County Deputies must share in insuring that the County be able to continue to do its job. We are all in this together. No one group is any more or less important than another. It is a time to be on the same team with the same goals. The majority of this Panel misses this important point.

Based on the foregoing, I must dissent from all economic aspects of this Interest Arbitration Award and Opinion.

Dated: September 21, 2011

Respectfully submitted,

By: 
Elayne G. Gold
For the County of Greene and the
Greene County Sheriff