NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Interest Arbitration between

THE COUNTY OF ULSTER AND THE ULSTER COUNTY SHERIFF,

Public Employer,

-and-

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

Employee Organization.

OPINION

AND

AWARD

For the Period of January 1, 2008 through December 31, 2009

PERB Case No. IA2010-036; M2010-137

BEFORE:

Jeffrey M. Selchick, Esq.
Public Panel Member and Chairman

William M. Wallens, Esq.
Public Employer Panel Member

Anthony V. Solfaro, President
New York State Union of Police Associations, Inc.
Employee Organization Panel Member

APPEARANCES:

For Employer
Roemer Wallens & Mineaux, LLP
Aurelia M. Miller, Esq., of Counsel

New York State Union of Police Associations, Inc., on behalf of its affiliate Ulster County Deputy Sheriff's Police Benevolent Association, Inc.
John K. Grant, Esq., Law Offices of John K. Grant, P.C.

BACKGROUND

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

Ulster County is located in the east central portion of the State, situated on the west side of the Hudson River between New York City and Albany. Founded in 1683, it is one of the original 12 counties of the State. It covers an area of 1142.8 square miles. The County's southern border is 70 miles north of New York City. Kingston is the County seat and is located on the Hudson River. New Paltz, which is the location of the State University of New York Liberal Arts College, is situated on the Wallkill River, 20 miles south of Kingston. At the 2010 census, the County had a population of 182,493. The State of New York and institutional employers reflect major components of the County's economic base. The State University of New York at New Paltz employs 1000 persons, and Ulster County Community College employs 400 persons. The State Correctional Department operates 4 major detention facilities in the County, and a youth residential facility.

Record evidence indicates that median household income in the County was $55,285 at the 2010 census and that the per capita income was $28,619. At the 2000 census, 11.4% of the individuals residing in the County were situated below the poverty level.

In addition to the PBA, the County has 3 other bargaining units: CSEA, UCSEA, and UCSA. CSEA represents the County's general unit; UCSEA represents Correction Officers; and UCSA represents middle management in the County. The County also has a personnel manual for non union managers. The bargaining unit herein consists of 51 full-time employees: 33 Deputy Sheriffs; 5 Detective Sergeants; 10 Sergeants; 1 First Sergeant; and 2 Emergency Services Dispatchers. Further, there are 19 part-time Deputy Sheriffs and 3 part-time Emergency Services Dispatchers in the bargaining unit. The part-time employees who work more than thirty (30) hours per week on a regular basis receive all leave benefits on a pro-rated basis. The Sheriff's Office operates on a 24/7 basis, 365 days per year.

The last Collective Bargaining Agreement between the parties was for the period of January 1, 1999 through December 31, 2002. Subsequently, a unanimous Interest Arbitration Award was issued for the 5 year period January 1, 2003 through December 31, 2007 (PERB Case No. IA2005-002; M2004-138), consisting of the same Panel members in this matter. In October 2007, the parties commenced negotiations for a successor Agreement, and after they were not able to reach settlement, impasse was declared. A mediator was appointed by the NYS Public Employment Relations Board ("PERB"). The mediation process was unsuccessful. The PBA then filed a petition for compulsory interest arbitration ("petition") on or about December 13, 2010 with PERB, and the County filed its response to the petition for compulsory interest arbitration ("response"), which it followed by filing an Improper Practice Charge by which the County objected to the arbitrability of certain PBA Demands (Case No: U-30658). The Improper Practice Charge resulted in a decision from PERB Administrative Law Judge Carlson that dismissed the Charge.

The Chairperson of the Panel was designated by PERB to serve in that position on March 4, 2011, along with the Public Employer Panel Member and the Employee Organization Panel Member ("Panel"). A hearing was held before the Panel on November 14, 2011. The hearing had a transcribed record, which was the official record of the proceeding pursuant to Section 209.5 (b) of the Civil Service Law. At the hearing, both parties were represented by counsel and other representatives. Each party presented witnesses, who were sworn, and they submitted numerous and extensive exhibits, documentation, including post hearing briefs, that included extensive arguments on their respective positions.

Thereafter, the Panel fully reviewed all testimony, exhibits, documentation and post hearing briefs on the issues submitted by both parties. The Panel also met in Executive Session and engaged in a number of discussions concerning the issues raised by the parties. Thereafter, a majority of the Panel reached an agreement on an Interest Arbitration Award for the 2 year period January 1, 2008 through December 31, 2009.

The positions originally taken by the parties are quite adequately set forth in their respective petition and response, testimony, exhibits, and post-hearing briefs, which are all incorporated by reference into this Award. The positions will merely 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 2 year period January 1, 2008 through December 31, 2009.

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

> a) comparison of the wages, hours and conditions of employment of the employee 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.

COMPARABILITY

Section 209.4 of the Civil Service Law 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."

PBA's Position

The PBA comparables are those Police Officers and dispatching services in the 11 other municipalities in the County of Ulster, which were the identical comparables it used in the interest arbitration proceeding that resulted in an award for the period of January 1, 2003 through December 31, 2007. (PERB Case No: IA 2005-002; M2004-1387). The PBA proffers that its comparable universe reflects "the most relevant comparable communities …., which are performing virtually identical functions as unit members to portions of the 182,493 residents of Ulster County." The comparables it proposes, according to the PBA, thus "serve portions of the same population served by the Ulster County Sheriff's

Office, and are supported by the same tax base." As well, such comparables, the PBA observes, serve in other Police Departments that work on a 24/7 basis, 365 days per year.

The PBA acknowledges that its comparables represent different populations and different size police departments, but argues that there is no basis in the record to support any belief that size, standing alone, should control, or for that matter, even "influence" the outcome in the instant case regarding comparability. The PBA observes that it has excluded the Town of Plattekill Police Department because its police officers are all part-time and its department does not operate on a 24/7 basis. The Town of Olive, the PBA notes, also has been excluded because of the fact that it has only 1 full-time officer, and no collective bargaining agreement. The Town of Shawangunk and the Town of Rosendale are included, the PBA observes, because of the fact that they "employ a complement of full-time police officers" notwithstanding the fact that they do not provide 24/7 coverage, but do operate 365 days per year.

Among its comparables, the PBA identifies the City of Kingston Police Department as being "very similar in size" to the bargaining unit herein. A second group of comparables, the PBA puts forth, could be described as medium in size. A third group, the PBA notes, consists of units with a smaller number of police officers than the medium size group. According to the PBA, regardless of the size of the group, it cannot be disputed 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 Ulster County." Further, the "hazards of employment", the PBA observes, "are ... identical," and the men and women come from the same eligible list for employment.

The PBA asserts that the comparables offered by the County disclose a rationale that "must be rejected because it is premised on a fundamental misreading and misapplication of the Taylor Law's terms." A "county-only" set of comparables, the PBA maintains, would result in the Panel not making required comparisons between members of the bargaining unit herein "and other employees who are similarly situated, e.g., other police officers in the same geographical area, Ulster County." Even if County Deputy Sheriffs might be considered as "relevant comparables", the PBA argues, it is necessary to also consider other municipal police officers who are "similarly situated." In fact, the PBA puts forth that interest arbitration panels "have always crossed.. governmental lines when doing a comparability analysis", and there is "[n]othing in the nature of county government [that] justifies a result that automatically confines the comparable communities within which the required comparability analysis takes place to only other counties "deputy sheriffs."

The PBA asserts that in fashioning its position on comparables, the County has asserted that only county governments are required to undertake the obligations of state and federal mandates concerning social services and education programs. The PBA claims, however, that "it is not the bearing of the burden that is relevant, it is the cost of those mandated programs and that cost factor is relevant only to ability to pay."

The PBA argues that "established precedent" supports its position. Further, the PBA maintains that it is "not a coincidence" that the County only offers other counties up for comparables. In this regard, it identifies the recent amendment of the Taylor Law to allow Deputy Sheriffs to engage in interest arbitration whereas other "municipal police departments have had the availability of interest arbitrations since 1974." The dynamics of this process, and the lack of interest arbitration for so many years, the PBA puts forth, have led to a result whereby "the wages and benefits of deputy sheriffs generally lag substantially [behind] those of municipal police officers across the state." The PBA asserts that the legislature provided Deputy Sheriffs the right to interest arbitration based on its belief that there was a "disparity in wages and benefits between groups of police officers that are otherwise identically situated." A correction of this situation, according to the PBA, "cannot be accomplished if the only comparison made is between the at-issue deputies and only other deputy sheriffs, as the Employer urges this Panel."

The PBA also asserts that the comparables urged on the Panel by the County also suffer because, "without any explanation", the County "uses certain enumerated deputy sheriff units" and "omits other deputy sheriff units, such as

Putnam and Orange [Counties], without explanation." These "contiguous counties are ignored" the PBA observes, and it argues that "oddly, the distant counties of Albany and Saratoga are referenced." Finally, the PBA maintains that the County has not brought forward evidence whereby the Panel can find "sufficient or reliable information about the units" the County has "chosen" for its comparables. This observation allows the PBA to maintain that the County "has cherry picked those deputy sheriff units that it believes benefits their position, as there is no rhyme, reason or explanation for their analysis."

County's Position

The County asserts that its proposed comparables of Deputy Sheriff units in the Counties of Albany, Columbia, Dutchess and Saratoga should be accepted as appropriate, primary comparables, and to a lesser degree, the County's other unions and non-union personnel. The County maintains that its primary comparables "were selected because they are located in close geographical proximity to Ulster County and are comparable in terms of population, per capita and median household incomes, median home sale price and Deputy Sheriff unit size."

It is important to recall that the PBA's financial expert, the County notes, utilized the Counties of Dutchess and Columbia as comparable jurisdictions. According to the County, the comparables offered by the PBA, that are confined to the County of Ulster, are based on a "review of the limited data submitted by the Union shows that these municipalities have varying degrees of crime indexes and law enforcement personnel levels." The "crime index" thus differs considerably among the PBA's proffered comparables, the County claims, as does the size of the Departments. The County asserts that "[i]t is beyond the pale of argument that there are huge disparities between the jurisdictions proposed as comparables and thus, the jurisdictions provided cannot be truly comparable to Ulster County."

Further, the County contends that "cities, towns and villages cannot be truly comparable to counties" because "[i]t is widely known that cities, towns and villages differ distinctly from counties." Observations made by the Panel Chair herein (*Onondaga County Deputy Sheriff's Police Ass'n*) and Arbitrator Rinaldo (*Fulton County Deputy Sheriff's Police Benevolent Ass'n*), are identified by the County as setting forth the belief that county governments "face unique fiscal challenges."

It cannot be said, the County argues, that simply because a municipality has a Police Department it qualifies as a comparable to the Ulster County Sheriff's Office. In cities, towns and villages, the County claims, the public safety component of a budget is the largest component, whereas in a County the social services programs are the largest component. The County maintains that geography alone is not a basis for selecting a department as a proper comparable. Hence, the County maintains, "the differences between the expenditures of cities, towns and villages and counties constitute a compelling reason for the Panel to go outside of Ulster County to find other comparable counties."

Panel Determination on Comparability

The Panel would observe that its need to take into account comparables when issuing its Award raises a number of vexing problems. The Panel Chairman would offer his observation that, based on a number of years of experience in presiding over interest arbitration proceedings, some of the strongest arguments raised concerning the question of comparables are those raised by a party in opposition to the comparables proffered by another party. Often, in the same proceeding, the opposing party offers equally strong arguments against the comparables offered by the first party. Stated differently, it may well be that it is easier to criticize a proffered list of comparables than make a cogent argument as to why another proffered universe of comparables should be accepted.

Perhaps a saving grace in a Panel's conscientious efforts to take into account comparables is the trend that the Panel Chairman in this proceeding has observed throughout the State by which interest arbitration panels ascribe greater weight, lesser weight, or no weight at all to the comparables proffered by both parties in connection with a particular proposal under consideration. This approach favors inclusivity over exclusivity, and allows for a consideration of the proposals before the Panel that is not as result-oriented an approach as would occur if exclusivity were to prevail by rejecting comparables.

The Panel also notes, of course, that, in addition to comparables, there are a wide variety of other factors that the Panel is required to take into account when issuing its Award. In this proceeding the Panel would simply offer its determination that, on the question of comparables, it has not excluded the "primary comparables" offered by either party, and has taken into account those offered by both parties, though not necessarily giving the same weight to all comparables on any particular issue under consideration. For the purpose of this proceeding, the greater weight is being given to police and dispatching services in Ulster County, and to a lesser degree, the Deputy Sheriff units offered by the County.

Further, the Panel finds that, in addition to the above comparables offered by the parties, which are referred to as "primary comparables," the Panel Chair takes into account, as "secondary comparables", the 3 other bargaining units in the County: CSEA, UCSEA, UCSA, and the non union managers without giving these secondary comparables the same weight as is being given to the "primary comparables". The Panel Chair notes the other County's bargaining units, including non represented employees, do not have interest arbitration.

ABILITY TO PAY

PBA's Position

Regarding the County's financial ability to pay, the PBA relies on the testimony, exhibits and financial analysis contained in PBA Exhibit 37 prepared by its qualified municipal finance expert witness, economist Kevin Decker of Decker Economics. The County did not dispute the analysis or the conclusions of Mr. Decker. The PBA asserts the testimony and evidence offered through Mr. Decker was not disputed by the County's witnesses and was to the effect that the County "has the ability to pay the wages and economic benefits sought by the Association on behalf of the unit members it represents."

Mr. Decker testified that the largest source of revenue to the County is sales tax, and that $97 million of $275.9 million in the General Fund for 2010 was derived from sales tax. Mr. Decker testified that $14 million dollars of the $97 million dollars is shared through a formula with all the other municipalities within the County. He further noted that between the years 2001 and 2008, the sales tax revenues "grew steadily" and that the revenues dropped in 2009 "from a 10 year high," but then "rebounded in 2010" by 6.4%.

The PBA states that Mr. Decker "estimated in his ... testimony that 2011 sales tax revenue to the County would be between $84.1 million and $84.7 million, approximately $1.2 million higher than projected." Mr. Decker also testified that sales tax revenues should continue to experience growth as the economic recovery continues to unfold.

Property tax is also identified by the PBA as "as stable base of revenue." It notes Mr. Decker's calculation that the tax base for property tax increased 3.44% over the past 5 years, and that in the past 2 years, "the taxable full value in this County actually went down." Property tax rates in the County, based on Mr. Decker's testimony, the PBA notes, have grown at a slower rate than in adjoining counties. Mr. Decker's analysis of the "five year history of the general fund", the PBA observes, reflects that the County had operating surpluses that reached a high of $6.7 million dollars in 2007, and a "relatively small" deficit occurring only in 2009 of approximately $635,582." The County's total fund balance as of December 31, 2010 was $41.9 million, with an unreserved fund balance of $26.9 million. The PBA further observes that Mr. Decker testified that in the past 5 years the County has been able to generate a positive budget variance of $5.3 million with a 2010 surplus of $3.2 million "swinging the budget $8.5 million in the County's favor."

Only "a small fraction of all general funds spending", the PBA maintains, is attributable to the Sheriff's Office. It also notes Mr. Decker's calculations regarding base wage adjustments were made "with associated roll-ups." Moreover, Mr. Decker also identified that the County had a $1.9 million contingency account in 2011, and had "budgeted a $1.3 million contingency account for 2012, an appropriate source of funds" for the payment of a retroactive award by this Panel." Mr. Decker also testified that the County Executive's 2012 executive budget summary (PBA Exhibit 54), had a real property tax levy that was "$453,000 below the new State tax cap." In addition, he also testified that the Moody's credit rating for the County is "high grade, high quality" with an equivalent Standard and Poor's rating.

The PBA asserts that it must be considered "undeniable that the County is readily capable of meeting the Association's wage and benefit package, particularly when compared to the police officers they work alongside each day throughout the County of Ulster."[1]

County's Position

The County relies upon the testimony of its financial expert, Budget Officer Arthur Smith. It notes that Mr. Smith, before becoming the County's Budget Officer, worked as a Management Analyst and Deputy County Administrator beginning in 1981. In his capacities for the County, the County notes, Mr. Smith has worked on every County budget since 1982.

The County notes the record evidence showing that the largest of its operating funds is the general fund, and that 77.7% of its total expenditures originated from this fund in 2010. PBA members, the County observes, are paid

[1] The PBA also identifies the criteria of "interest and welfare of the public" and maintains "however broadly or narrowly" the word "public" is understood the public "is best served by having a professional, well-trained Sheriff's Office staffed with qualified and experienced deputies." The PBA opines that such a result happens "only when the wage and benefits of those officers are at a level sufficient to attract and retain them." In terms of "peculiarities of the profession" the PBA points to the uniqueness of the law enforcement profession and contends that "no real comparison can be made with other trades or professions." Such "peculiarities", according to the PBA, should be understood as essentially "identical" to other law enforcement agencies and personnel in the

from this fund. The County points to the testimony of Mr. Smith that the year end unreserved and unappropriated balance of the general fund decreased from $23,875,170 in 2008 to $14,937,597 in 2010 because of the national "financial crisis". According to the County, again relying on the testimony of Mr. Smith, the County has sought to maintain a reasonable fund balance "to insure against unexpected expenditures and shortfalls." Such a need is particularly acute, the County argues, because of the fact that the County and State do not share the same fiscal years. Because the State does not pass its budget until April, and the County is on a calendar year fiscal year, the County observes, it is typically not until the beginning of the summer before the County knows what cuts the State has made that may have affected the County since January.

In the County's estimation, there are "unknowns" that "cause fluctuations in the fund balance", underscoring "the importance of protecting the fund balance for the purpose of these undisclosed expenses." Further, the County identifies the record evidence of its efforts "to maintain a healthy fund balance, including holding 98 vacancies ... to build money up in the fund balance." Nevertheless, the County puts forth, it has "had to appropriate a significant amount of fund balance to keep afloat." Thus, the County notes the testimony of Mr. Smith that the County cannot continue to utilize savings to pay for operating costs. The County also identifies the testimony of the PBA's financial expert, Mr. Decker,

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County, and thus there can be "no logical reason" for excluding them. The PBA also reminds the Panel of its need to take into that the County's fund balance is not either "excessive" or "extraordinarily high". The County asserts that in the present fiscal year, the fund balance will only be 4.2%, which finds for the first time the County falling below a recommended 5.0% of estimated fund balance. The decline in revenue services, according to the County, has caused" instability" in the general fund.

Of the revenue sources, the County notes that sales tax is the largest source. It claims that Mr. Decker's testimony that tax revenues have increased beginning in 2009 portrays "something of a misleading picture" given the fact that sales tax in 2009 "declined dramatically" and the County "has still not recovered to pre-2008 revenues."

As to real property tax, which is the second largest source of revenue, the County observes that, from 2008 to 2010, the tax revenue increased and the tax base declined. According to the County, the testimony of Mr. Smith established "the financial struggles faced by the County's residents", as seen in the declining price of single-family houses, the dramatic increases in foreclosures, and the lag between default and auction of delinquent properties. Thus, the County claims that it "has yet to see the full impact of the recession on delinquent properties since 2009 properties will not be even ... on sale until April of 2012." The County also identifies an "all-time high" in the unemployment rate in 2010.

The County identifies its third largest revenue source, state and federal

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account "terms of collective agreements negotiated between the parties in the past."

aid. It notes that state and federal mandates make up 65% to 70% of its budget and, after seeing state and federal aid remain basically consistent between 2007 and 2010, "the County saw a 43.0% drop in state and federal aid" in 2011. The County observes, even without the drop, the state and federal aid it receives comes "nowhere close to funding the County's mandates." It points to the testimony of the PBA financial expert Mr. Decker that "counties are primarily social services delivery agencies" in the State of New York. Though, as set forth in the testimony of Budget Officer Smith, "the rolls for social services are swelling", the County notes that "there has been no mandate relief or increased reimbursement."

The County also claims that, along with the decline in revenue sources, "its expenditures have been increasing exponentially." It points to "mushrooming" rises in pension contributions, which will further increase by "any increase in wages or longevity awarded by the Panel." The County also identifies increases in health insurance premiums, and notes that PBA members hired before 1994 do not contribute towards health insurance premiums and employees hired after 1994 contribute only 15% toward premiums.

Adding to its financial woes, the County asserts, is the fact that in 2011 Hurricane Irene and Tropical Storm Lee caused two "of the worst natural disasters in the history of the County." The effect of these storms, according to the County, will be seen in part as "a devastating financial impact." The County also identifies the tax cap as being a factor that "will inevitably contribute toward a dramatic decrease in the County's revenue." The County argues that it "has come eye to eye with a lot of extremely serious decisions, and the use of the County's discretionary money must be financially conservative and prudent." The County claims that the record evidence establishes that there have been no layoffs for PBA members and it has provided its members "with salaries and benefits that compare favorably with surrounding comparable counties." The County claims, however, that it "finds itself" as not being able to "afford to provide the dramatic salary increases and other benefits demanded by the Union."

According to the County, the "repeated refrain" from Mr. Decker of the County's "ability to pay" by increasing the tax levy must be understood in light of the maxim that "the County's ability to pay does not equate to the ability to tax, nor the ability of the taxpayer to pay." This is particularly so, the County maintains, because of the increases in tax rates over the last several years. As to the testimony of Mr. Decker that the County has budgeted $1.9 million in its contingency fund for 2011 and $1.3 million in 2012, which could help finance the cost of an Award herein, the County responds that Mr. Smith testified "that it is not prudent to utilize the contingency fund to pay for personnel expenses" because the purpose of the fund is for "unforeseen expenses; not to sustain operating costs."

The County also urges the Panel to "take into account the realities of running a County government and the challenging fiscal crisis that is being felt statewide from counties to local government to taxpayers." It is necessary, the County argues, to "institute a pay freeze for all levels of County government." The County notes that it has not provided any pay raises to non-Union employees since 2009. The other Unions that represent employees of the County received a wage increase in at least one of the years of this Award, but those Unions, the County asserts, "benefited from early bargaining and before the economic conditions changed in 2008." The contracts of these 3 Unions, the County notes, "are currently open for negotiations."

In the final analysis, the County asserts, the Panel must "give due consideration to its financial condition and issue a fair and just award that will not burden taxpayers or further stress the County's finances."

Panel Determination On Ability To Pay

As may be seen with various municipalities in the State, this County's ability to pay has been somewhat affected due to the economic downturn experienced during the period of this Award. Certain declining revenue sources and state and federal aid, coupled with governmental mandates and the property tax cap, serve to have an impact on the County's ability in this regard. The Panel Chair also takes note of the financial costs placed on the County because of the 2011 storms; not all of which are fully reimbursed by the State or Federal government. The Panel recognizes the difference between the County's "ability to pay" and its "ability to tax".

However, the Panel notes that the County, owing in no small part to prudent financial management, has been able to accumulate, as of December 31, 2010, a total fund balance of $41.9 million dollars with an unreserved fund balance of $26.9 million dollars. Evidence offered through the PBA's municipal finance expert Kevin Decker discloses that, in the past 5 years, the County generated a positive budget variance of $5.3 million dollars, with a 2010 surplus of $3.2 million dollars. The Panel thus determines that the County does have the ability to fund the economic component of this Award, the terms of which, while taking into account all of the statutory criteria, testimony, exhibits, documentation and post hearing briefs, reflect the considerable attention the Panel has given to the County's ability to pay.

WAGES

PBA's Position

The PBA asserts that it "has presented a modest base wage adjustment" by seeking 4% for each year. The proposed wage increases, according to the PBA's municipal finance expert, would represent only two tenths of 1% of the County's sales tax revenues, and only one cent on the assessed value property tax rate. Further, its proposals, the PBA claims, "match the CPI of 4% for 2008."

The Panel is also reminded by the PBA that these unit members work 261 days per year, which is 13 to 18 days more than the majority of other law enforcement personnel in the County, whose wages and benefits, including health insurance on retirement, are substantially better. All unit members are in the Employee Retirement System (ERS), and are required to contribute 3% of their gross earnings toward their pensions, unlike those in the police and fire retirement system. In addition, the PBA maintains through its exhibits, that unit members "rank near the bottom in virtually every other benefit category among the cited comparable community agencies."

The PBA notes that the existing wage schedules include base wage and longevity, which equals a total wage. A review of both base wage and longevity, according to the PBA, "reflects the fact that Ulster County deputies have only begun to catch up to and attain wage parity with those police officers in all other comparables performing identical duties in the identical jurisdiction, under identical conditions, except for two or three small departments." The PBA contends that over the course of their career, Ulster County Deputy Sheriffs, "will earn close to $100,000 less than their counterparts in the Town of Lloyd", which "disparity ignores the mandatory 3% contribution deputies must make to the New York State Retirement System." All comparables, according to the PBA, "received the equivalent of a 3% or more increase in 2008 and 2009 except Ellenville, which had a 4 year contract with 4% increases in each year for the years 2005-2008, and a 2 year agreement for 2009-2010 with a zero for 2009, and increases of 2% on 6/1/10, 2% on 12/1/10, and 2% on 5/31/11 for the Starting to After 3 year steps for police officers, and Starting to After 4 years for dispatchers, and increases of 2.125% on 6/1/10, 2.125% on 12/1/10, and 2.125% on 5/31/11 for the "top step" After 4 year police officer, and "top step" After 5 year dispatcher, reflecting a non compounded increase of 6.375%." The percentages, according to the PBA, "were for the most part on a higher base wage", and the increases received by the comparables "also do not reflect other enhanced benefits received by these units."

The PBA rejects the County's efforts to establish that the "wage amounts" received by Deputy Sheriffs are greater than those in its comparables. The PBA observes that the County has placed in its comparables, municipalities that have been "cherry picked" to provide "artificially low wages", and that the increases granted by this same Panel to this unit in the previous unanimous 5 year Award, when compared to the County's comparables, demonstrate "that historically the Panel has acknowledged that it must endeavor to keep up with local law enforcement officers that the deputies are working and living with or they will lose them to nearby employers." In the PBA's estimation, the County's "counter proposals on wages are worse than maintaining the status quo, since a 0% increase in the schedule results in less real wages to deputies, given the CPI." The County's wage position, the PBA argues, "also bears no relationship to the Employer's ability to pay and is unreasonable on its face when measured against any statutory criteria." The PBA maintains that "[s]tagnation of benefits amounts to a significant regress."

County's Position

The County asserts that the Union's proposals on wages must be considered "unreasonable and untenable given the County's fiscal constraints." According to the County, the record shows the Union's proposal on wages, if awarded, "would have a significant impact on the County's budget, costing the County a total of $491,585 in 2008 and 2009 alone." The County observes when "[c]ompounded over the years", the proposal, even "with no other subsequent wage increases ... would cost the County approximately $1.5 million by 2012", which must be considered "impractical" given the financial challenges that the County already faces."

The County contends that any wage increases previously provided to the 3 other County unions, and non union employees, "must be viewed in the context of the economic climate at the time such negotiations took place; each of the contracts were negotiated prior to the economic downturn." Further, the County maintains that "the Union receives much more than other County employees, even one with long years of service", and "[h]istorically, the Union has received the highest wage increases, even exceeding that of managerial personnel." It is the County's position that "it has acknowledged the dedicated work of the Union's members as reflected by the salaries and rich benefit packages provided to the

Union over the years." Further, the County claims that a review of its primary comparables would establish that the salaries provided to PBA members "in most instances exceed that of the other municipalities." Even if one accepts the PBA comparables, the County contends, it is clear "that the salaries paid to the Union are on par with other Ulster County police departments." If a wage freeze is imposed by the Panel, the County contends, PBA "salaries would not only still be on par with the other comparable communities but actually exceed 6 communities in 2008 and 5 communities in 2009."

Panel Determination On Wages

As noted above in the ability to pay findings, the County does have the ability to pay a fair and reasonable increase in wages. To further illustrate this point, the Panel notes the following calculations regarding compensation to PBA members in the years 2008 and 2009:

	2008	2009
Total Reported Compensation	$3,364,825	$3,652,049
(-) Longevity (estimated, FT only)	$98,750	$111,750
(-) Uniform	$33,296	$38,254
(=) Salary Driven Compensation	$3,232,779	$3,502,045
1% on Base salary Equals	$32,328	$35,020
With Roll-Ups for FICA & Pension,*		
1% Equals	$44,144	$47,820

A 1% RAISE ON THE BASE FOR BARGAINING UNIT MEMBERS IS APPROXIMATELY $46,000.

*Using the 2012 Contribution Rate of 28.9% for the 20-year Deputy Sheriff's Plan (Sec. 552)

The Panel observes that the County's Deputy Sheriff comparables show the following wage increases (County Exhibit Q):

	2008	2009
Albany County	3.0%	
Columbia County	4.0%	3.25%
Dutchess County	4.0%	
Saratoga County	6.33% to 7.10%	6.19% to 6.89%

The Panel also notes, to a significantly lesser degree and weight, that the other unions and non represented employees in the County received pay increases for the years 2008 and 2009 as follows:

	CSEA	UCSEA	UCSA	Non Union
2008	3.00%	3.00%	0.00%	3.25%
2009	3.25%	3.25%	13.0% (DEC 31, 2009)*	3.50%

* UCSA received a 13.0% base salary increase effective December 31, 2009 with no increase to the base rate of pay in 2010. UCSA received a one time compression adjustment payment equal to 60% of the flat 13.0% prorated by the number of years of service within the bargaining unit, between January 1, 2006 and December 31, 2009.

In addition, the Panel observes that the comparables offered by the PBA received a 3% or greater increase in 2008 and 2009 save for Ellenville, which had a 2 year agreement for 2009-2010 that included a zero from June 1, 2008 through May 31, 2009, and increases of 2% on 6/1/09, 12/1/09, and 5/31/10 for the police officers and dispatchers on Starting to After 3 years, and Starting to

After 4 years for dispatchers, with increases of 2.125% on 6/1/09, 12/1/09 and 5/31/10 for police officers and dispatchers "top step" of After 4 years and 5 years respectively. Moreover, the record indicates increases were largely on a higher base wage.

The Panel finds, in the final analysis, that there is no justification for a "wage freeze" for the years 2008 and 2009 as proposed by the County, given its ability to pay a fair and reasonable increase in wages for the 2008 and 2009 years, and the fact that no primary, or to a lesser degree, the County's other unions and non represented employees, who do not have compulsory interest arbitration, negotiated wage and benefits, or were granted increases (non union), no matter when those increases actually occurred, for the years in question.

Accordingly, and after careful consideration of all of the statutory criteria, testimony, exhibits, documentation, and post hearing briefs presented herein, the Panel makes the following Award to the existing schedules:

ARTICLE VIII – BASE WAGE AND LONGEVITY

The Base Wage and Longevity schedules for the Deputy Sheriff-Criminal, Deputy Sheriff-Detective, Deputy Sheriff-Sergeant, Deputy Sheriff-Detective Sergeant, and Deputy Sheriff-First Sergeant were agreed to by the parties in the initial collective bargaining agreement for deputy sheriffs for the period January 1, 1995 through December 31, 1998, and modified by the interest arbitration award (PERB Case No.: IA2005-002; M2004-138) for the 5 year period of January 1, 2003 through December 31, 2007. All of the schedules were established based on the Step 1-Deputy Sheriff-Criminal. The Step 1 Deputy Sheriff- Criminal shall be increased by 3.0% on January 1, 2008, and 3.25% on January 1, 2009, with each Step differential being calculated as set forth below for all Deputy Sheriff titles as calculated and contained in Appendix "A" and made a part of this Award. The Deputy Sheriff-Criminal Base and Longevity schedule, provides for the following relationship between Steps after Step 1:

DEPUTY SHERIFF – CRIMINAL

Step 1 Starting – 3.0% on 1/1/08, and 3.25% on 1/1/09, plus -0- Longevity.
Step 2 After 1 Year, is 3.75% over Step 1 (Starting), plus $250.00 Longevity.
Step 3 After 2 Years, is 3.75% over Step 2, plus $500.00 Longevity.
Step 4 After 3 Years, is 3.75% over Step 3, plus $750.00 Longevity.
Step 5 After 4 Years, is 3.75% over Step 4, plus $1,000.00 Longevity.
Step 6 After 5 Years, is 3.75% over Step 5, plus $1,250.00 Longevity.
Step 7 After 8 Years, is 3.5% over Step 6, plus $1,750.00 Longevity.
Step 8 After 10 Years, is 3.5% over Step 7, plus $2,250.00 Longevity.
Step 9 After 13 Years, is 3.5% over Step 8, plus $2,750.00 Longevity.
Step 10 After 15 Years, is 3.5% over Step 9, plus $3,250.00 Longevity.
Step 11 After 17 Years and Above, is 3.0% over Step 10, plus $3,750.00 Longevity.

The part-time Deputy Sheriff- Criminal is paid the Step 1 Deputy Sheriff-Criminal starting hourly rate.

DEPUTY SHERIFF-DETECTIVE

The Deputy Sheriff-Detective Step 1 was developed by applying a 4.5% differential over and above the Step 1 Base of the Deputy Sheriff-Criminal. Thereafter, each Step differential is the same percentage, with longevity in the same dollar amounts on each Step as a Deputy Sheriff-Criminal.

DEPUTY SHERIFF-SERGEANT

The Deputy Sheriff-Sergeant Step 1 was developed by applying a 9.0% differential over and above the Step 1 Base of the Deputy Sheriff-Detective. Thereafter, each Step differential is 3.0%, for Steps 2-7, with longevity in the same dollar amounts on each Step as a Deputy Sheriff-Criminal, and each Step differential is 3.5% for Steps 8-11, with the same longevity in the same dollar amounts on each Step as a Deputy Sheriff-Criminal.

DEPUTY SHERIFF-DETECTIVE SERGEANT
AND
DEPUTY SHERIFF-FIRST SERGEANT

The Deputy Sheriff-Detective Sergeant and First Sergeant Step 1 was developed by applying a 4.5% differential over and above the Step 1 Base of the Deputy Sheriff-Sergeant. Thereafter, each Step differential is 3.0%, for Steps 2-7, with longevity in the same dollar amounts on each Step as a Deputy Sheriff-Criminal, and each Step differential is 3.5% for Steps 8-11, with the same longevity in the same dollar amounts on each Step as a Deputy Sheriff-Criminal.

EMERGENCY SERVICES DISPATCHER

The Emergency Services Dispatcher was developed by creating a Step 1 Starting Base Wage and Longevity amount in 2007 when this title was added to this bargaining unit, with Steps 2-11 differentials and years of service being identical to the Deputy Sheriff- Criminal position set forth herein. The Step 1-Emergency Services Dispatcher shall be increased by 3.0% on January 1, 2008, and 3.25% on January 1, 2009, with each Step differential being identically calculated as the Deputy Sheriff- Criminal position and contained in Appendix "A" and made a part of this Award.

______ Concur WMW Dissent	AVS Concur ______ Dissent
William M. Wallens, Esq.	Anthony V. Solfaro
Employer Panel Member	Employee Organization Panel Member

HEALTH INSURANCE

PBA's Position

The PBA notes that it has proposed 4 changes to the existing health insurance benefit program: elimination of the life time cap of $1 million dollars on benefit payments; elimination of the employee contribution for employees hired on or after July 1, 1994 upon completion of 5 years of service; 100% of the premium being paid by the County for the cost of health insurance coverage for employees who retire; and a change of the health insurance buyout from $1000 to 50% of the premium equivalent.

The PBA argues that its proposals "will provide unit members with benefits approaching those afforded to their counterparts in neighboring departments." According to the PBA, the present lifetime cap of $1 million dollars is currently in violation of the existing federal law. The elimination of the contribution, according to the PBA, "would allow the County to recoup a portion of the premium cost from employees during the years before there is a commitment to pursue a career with the County." Moreover, the elimination of the contribution after 5 years of service, the PBA urges, "also provides employees with a substantial incentive to remain with the County."

The PBA maintains that the record establishes that the County ranks last among Ulster County Police Departments concerning "level and scope of health insurance coverage." Thus, the PBA asserts that "prevailing coverage" remains at 100%, and that 7 of 11 of its comparables provide that coverage, with the 4 remaining comparables requiring a contribution of 5% to 10%. Only the Town of Lloyd, the PBA notes, requires a contribution of 15%.

The PBA also asserts that unit members contribute 3% for their pensions, in contrast to the other police officers working in other municipalities in the County, and "part-time County legislators and non union employees are provided with medical insurance and make a lower contribution than deputy sheriffs contributing only 10%." Elected officials and non-union management, the PBA observes, receive continued coverage in retirement, contributing as little as 10%, while unit members who retire, receive only 50% of the premium paid by the County. Retiree coverage for "most all comparable municipal employees in Ulster County", the PBA claims, shows "superior retiree coverage to that offered Ulster deputies." As to the buyout proposal, the PBA labels it as a "win-win for all concerned" because the "parties all benefit when the buyout is sufficient to create an incentive for members to opt out." It notes that the current buyout has remained the same since at least 1998 and "has lost relationship to benefit costs." The PBA exhibits show that the 8 comparables with contractual buyouts "are substantially higher" than the buyouts offered in the parties' present Agreement.

<u>County's Position</u>

In the County's estimation, the PBA did not provide any justification for the need to increase the lifetime maximum cap. Regarding the PBA proposal that the current 15% contribution be eliminated after employees complete five years of service, the County again contends the Union did not present evidence to justify this proposal. Further, the County notes that its estimation of the cost of the current premium rates would be $45,459.12 more each year but "considering the rapid and continued rise in the cost of health insurance, the cost of this proposal will increase exponentially and is unsustainable." The County maintains that it is critical to its "economic stability" to contain health insurance costs. All other County employees, the County notes, contribute to health insurance, save for members of the PBA hired before 1994. The County also observes that its comparables all require some level of contribution.

As to the PBA's proposal that the County pay 100% of the premium upon retirement, the County asserts that the record is lacking in any justification for this proposal. Moreover, the County puts forth that the cost of retiree health insurance "will increase exponentially with the increase in health insurance costs" and it simply "cannot grant non-contributory retiree health insurance to all Union members." All its comparables, the County notes, save for one, require some contribution for retirement insurance.

Regarding the health insurance buyout proposal of the PBA, the County asserts that no justification for the proposal was offered by the PBA in the record and that the demand otherwise "is not justified and completely unreasonable." The cost of this proposal, the County notes, would cost it "$30,837 in new money" and "having the buyout as a percentage and not a flat dollar amount creates a windfall to employees and makes it difficult for employers to budget." The buyout amount, the County further notes, would increase as health insurance costs increased. None of its comparables provide health insurance buyout as a percentage, the County observes, and even the Union comparables show that only 3 of the 12 jurisdictions offered buyouts as a percentage. Three of the PBA's comparables, the County further notes, do not offer any buyout at all.

Panel Determination on Health Insurance

The Panel Chair has studied the overall issue of health insurance. The record contains evidence showing that the comparables submitted by both parties provides a contribution by active union employees, and non union employees of this County, as summarized below:

COUNTY COMPARABLES
ACTIVE

Albany County Deputy Sheriffs (1/1/10-12/31/12)	Employer pays 90% of the premium
Columbia County Deputy Sheriffs (1/1/09-12/31/13)	Employer pays 100% of individual premium, and 75% of the family premium.
Dutchess County Deputy Sheriffs (1/1/05-12/31/08)	Employer pays 80% of premium
Saratoga County Deputy Sheriffs (1/1/05-12/31/09)	Employer pay 85% of premium
Ulster County CSEA Unit (1/1/08-12/31/10)	Employer pays 85% of premium
Ulster County Correction Officers Unit (1/1/08-12/31/09)	Employer pays 85% of premium
Ulster County Staff Association (1/1/06-12/31/10)	Employer pays 85% of premium
Ulster County Non Union (Managers)	Employer pays 90% of premium

The PBA's comparables for active employees are summarized on the next two pages:

	CONTRACT	PAGE NO.	MUNICIPALITY	NOTES	INDIVIDUAL COVERAGE PAID BY EMPLOYER	FAMILY COVERAGE PAID BY EMPLOYER
1	6/1/09-5/31/11	9	Ellenville, VL	(a)	95% (Hired prior to 6/1/00) 90% (Hired on or after 6/1/00)	95% (Hired prior to 6/1/00) 90% (Hired on or after 6/1/00)
2	1/1/08-12/31/11	25	Kingston, CITY	(b)	Eff. 1/1/10, unspecified amount minus employee contribution not to exceed $1,000/yr (Empire Plan) Eff. 1/1/09, unspecified amount minus employee contribution not to exceed $750/yr (MVP 25 Plan)	Eff. 1/1/10, unspecified amount minus employee contribution not to exceed $1,200/yr (Empire Plan) Eff. 1/1/09, unspecified amount minus employee contribution not to exceed $1,000/yr (MVP 25 Plan)
3	1/1/07-12/31/09	18	Lloyd, TN	(c)	85%	85%
4	1/1/08-12/31/12	8	Marlborough, TN	(d)	100%	100%
5	1/1/04-12/31/07 NC in 1/08-12/11 MOA	35	New Paltz, TN	(e)	100%	100%
6	1/1/04-12/31/07	15	Rosendale, TN	(f)	100%	100%
7	1/1/08-12/31/10	11	Saugerties, TN	(g)	95% (Hired prior to 7/24/02) 90% (Hired on or after 7/24/02)	95% (Hired prior to 7/24/02) 90% (Hired on or after 7/24/02)
8	6/1/06-5/31/10 NC in 6/10-12/10 MOA	18	Saugerties, VL (PD abolished 12/31/10)	(h)	100%	100%
9	1/1/08-12/31/10	13	Shawangunk, TN	(i)	100%	100%
10	1/1/04-12/31/08	22	Ulster, TN	(j) Eff. 1/1/06	100% (with $400 employee contribution/yr)	100% (with $400 employee contribution/yr)

11	1/1/99-12/31/02 **NC in 1/03-12/07 IÀA**	5	Ulster Co. DS	(k)	85% (Hired after 7/1/94)	85% (Hired after 7/1/94)
12	1/1/11-12/31/12	19	Woodstock, TN	(l)	100%	85%

<u>NOTES:</u>

(a) State-Wide Plan is used.

(b) Empire Plan (Core Plus Enhancements) and MVP 25 Plan are used.
MVP 25 Plan enrollees will be reimbursed by the City for their "out of pocket" co-pays of $25.00 back down to MVP 10 Plan of $10.00.

(c) Employer contributes monthly for individual, 2-person or family plan. MVP 20+ Plan is used.
PT PO shall pay the full cost for individual, 2 person or family plan directly to Employer.

(d) Employer shall pay for total premium for employee, employee plus 1 dependent and family health insurance plans.
MVP Preferred EPO Co-pay 15 Plan is used.

(e) Empire Plan (Core Plus Medical and Psychiatric Enhancements) is used. HMO's available if they do not exceed named plan.

(f) GHI Value 20 Plan is used.
If employee dies in line of duty, the Town shall provide, and shall pay, the full cost of the Town's health insurance coverage and benefits for the surviving spouse of the employee, and for each and every dependent child of the employee, until the age of 18 or 23 if attending college.

(g) MVP 20 Plan is used.

(h) MVP 25 EPO is used, which shall include a Vision/Optical rider. GHI is also available, if chosen.
Employer shall pay 100% of premium cost for individual, 2 person and dependent health insurance plans.

(i) Empire Plan (Core Plus Medical and Psychiatric Enhancements) is used. HMO option available.

(j) Empire Plan (Core Plus Medical and Psychiatric Enhancements) is used. HMO option available.
The $400.00 employee contribution is deducted in equal payroll payments in pre-taxed dollars.

(k) Connecticut General and HMO Health Insurance Plans are used.
Effective 1/1/11, Ulster Co. became self-funding in its health insurance programs. (see 7/5/11 Opinion and Award, p. 1)

(l) No health plan specified. Employer shall pay 85% of cost of 2 person or family coverage.
Employer will make available a Section 125 Pre-tax Contribution Plan for medical contributions.

The Panel Chair recognizes that this subject matter is fast becoming a feature of nearly every public sector collective bargaining negotiations. The Panel Chair observes that both sets of comparables demonstrate that the overall contribution level for active employees is less than this unit. A review of PBA Exhibit 14, which sets forth the health, dental and vision annual premium rates for the period of 2007-2011, provides a clear picture of cost to both parties. It is apparent that the Empire PPO plan rates exceed the New York State Health Insurance Plan (NYSHIP) in 2011 (PBA Exhibit 15). The Panel Chair is not inclined to reduce the current active employee contribution at this time, but strongly urges the County to look at an alternate plan with the PBA to replace its PPO plan, which should include a serious look at NYSHIP as well, to reduce its escalating costs, as well as the dollar amount of the unit members' contribution.

Accordingly, in view of all the statutory criteria, testimony, exhibits and post hearing briefs, the Panel denies the PBA demand on active health insurance,

WMW			AVS
Concur	Dissent	Concur	Dissent
William M. Wallens, Esq.		Anthony V. Solfaro	
Employer Panel Member		Employee Organization Panel Member	

The record evidence regarding health insurance on retirement for the comparables submitted by both parties is summarized below:

COUNTY COMPARABLES
HEALTH INSURANCE ON RETIREMENT

Albany County Deputy Sheriffs (1/1/10-12/31/12)	Contract Silent
Columbia County Deputy Sheriffs 1/1/09-12/31/13	Employer pay 75% of premium
Dutchess County Deputy Sheriffs (1/1/05-12/31/08)	

County Service Credit Years	County Share Individual	County Share Dependent
10-14 Years	50%	35%
15-19 Years	60%	45%
20-24 Years	70%	55%
25+ Years	80%	65%

Saratoga County Deputy Sheriffs (1/1/05-12/31/09)	Employer pays same % of premium at time of retirement (currently 85%)
Ulster County CSEA Unit (1/1/08-12/31/10)	Employer pays 50% of premium
Ulster County Correction Officers Unit (1/1/08-12/31/09)	Employer pays 50% of premium
Ulster County Staff Association (1/1/06-12/31/10)	Upon ratification of agreement, the Employer agreed to grandfather current retiree benefits of non union management in effect as of 1/1/10. See non union Managers schedule below. Employer pays 50% of premium after signing of agreement, for those who are hired or promoted into unit.

Ulster County Non Union (Managers)

Years of Employment	County Contirbution
Less than 10 Years	-0-
10-15 Years	60%
16-20 Years	75%
21-24 Years	85%
25+ Years	90%

The PBA's comparables for retiree health insurance are summarized on the next three pages:

	CONTRACT	PAGE NO.	MUNICIPALITY	NOTES	INDIVIDUAL COVERAGE PAID BY EMPLOYER	FAMILY COVERAGE PAID BY EMPLOYER	COMPLETED YEARS NEEDED
1	6/1/09-5/31/11	11	Ellenville, VL	(a)	50/60/70%	50% of difference between individual and family premium cost	10, 15 or 20
2	1/1/08-12/31/11	27	Kingston, CITY	(b)	100%	50% of difference between individual and family premium cost	10
3	1/1/07-12/31/09	19	Lloyd, TN	(c)	50/75%	50/75%	15 or 20
4	1/1/08-12/31/12	9	Marlborough, TN	(d)	100%	100%	10
5	1/1/04-12/31/07	35	New Paltz, TN	(e)	100%	100%	10
	NC in 1/08-12/11 MOA						
6	1/1/04-12/31/07		Rosendale, TN	(f)	0%	0%	
7	1/1/08-12/31/10	11	Saugerties, TN	(g)	60% until Medicare eligible	60% until Medicare eligible	15
8	6/1/10-12/31/10 MOA	4,5	Saugerties, VL **(PD abolished on 12/31/10)**	(h)	70%	70%	10
9	1/1/08-12/31/10	14	Shawangunk, TN	(i)	100%	50% of difference between individual and family premium cost	15
					85%	50% of difference between individual and family premium cost	10
10	1/1/04-12/31/08	23	Ulster, TN	(j)	100%	100%	Not specified
11	1/1/99-12/31/02	6	Ulster Co. DS	(k)	50%	50%	Not specified
	NC in 1/03-12/07 IAA						
12	1/1/11-12/31/12	25,26	Woodstock, TN	(k)	100% until Medicare eligible	85% until Medicare eligible	16

NOTES:

(a) Village shall contribute toward premium cost as follows: Completed 10 Yrs of Service - 50% for individual or 50% of difference between individual and family coverage; Completed 15 Yrs of Service - 60% for individual or 50% of diff. between individual and family coverage; Completed 20 Yrs of Service and above - 70% for individual or 50% of diff. between individual and family coverage.

A FT employee who has transferred or is a resignation reinstatement shall be credited with each year of his/her service as a PO towards the years of service requirement above up to a maximum of 5 years credited service towards the 20 years of service for retiree health insurance.

A FT employee who receives a disability retirement shall have the service years requirement waived.

(b) A FT PO who receives a disability retirement shall have the service years requirement waived.

(c) A FT employee who has worked 17 yrs as a member of the Lloyd PD and has 20 yrs of credited service shall be entitled upon retirement to additional continued health insurance coverage for ind. and eligible dependents with the Employer contributing an additional 5%, to 80% of premium cost without further contribution or sick leave accruals from employee.

A FT employee who has satisfied the conditions set forth above shall be entitled upon retirement to additional continued health insurance coverage for ind., 2 person and/or family coverage with the Employer contributing 100% of the cost of such health insurance premium by surrendering w/o additional compensation, 1040 hours of accumulated sick leave.

An employee who receives a disability retirement shall have the service years requirement waived.

(d) An employee who receives a disability retirement shall have the service years requirement waived.

(e) In the event of death of retiree, Employer will continue to provide coverage for surviving spouse and children for a period of 1 yr after death.

(f) No specific language in contract.

(g) Town's maximum premium contribution shall be $12,000 per year. The retiree may apply unused sick leave towards the retiree's share of premium. (See p. 4, Sick Leave) For purpose of retiree health insurance only, an employee may accumulate a maximum of 150 days and convert 50% of the value of the accum. sick leave above the first 40 days of accumulation for health ins. upon retirement.

(h) Percentage of contribution by Employer does not include the return of any accumulated sick leave, up to the maximum of 150 days, or accumulated compensatory time, up to 100 hours.

In the event the retiree dies, the Employer shall continue to pay the cost of the health insurance and dental premium of the surviving spouse and eligible dependents, including the contribution towards the health insurance premium of any accumulated sick leave, up to the maximum, being converted for retire coverage.

Upon receiving Medicare, which shall become the retiree's main insurance, the Village shall then provide supplemental insurance.

Employer provides individual and 2 person or Family plans.

An employee who receives a disability retirement shall have the service years requirement waived.

(i) A FT employee who receives a disability retirement shall have the service years requirement waived.

(j) In recognition of the health insurance premium contribution by employees as of 1/1/06, and upon retirement, the Employer shall pay 100% of the premium cost for ind. and dependent coverage for all FT employees in the same health ins. plan or HMO as active employees.

(k) The Town will provide the same amount towards the cost of the monthly premium for individual, 2 person or family coverage as for current members.

Town will reimburse a retiree and/or retiree's eligible spouse for the cost of the Medicare Part B premium. This will cease for spouse upon death of retiree. It will also cease for spouse upon legal separation or divorce.

An employee hired on or after 1/1/07, as a FT PO, may apply up to 800 hours of accumulated sick leave credits which have not been bought out, at 50% of the employee's then current rate of pay, toward premium payments.

The Panel Chair also recognizes that this subject is an issue in law enforcement collective bargaining negotiations. The Panel Chair observes that both sets of comparables demonstrate that the health insurance on retirement benefit overall is much better than that for the PBA unit. The Panel Chair is not inclined to improve the contribution rate by the County at this time, but strongly urges that the County address this disparity in future negotiations with the PBA. Accordingly, because this Award is for the 2 year period of January 1, 2008 through December 31, 2009, and given all of the statutory criteria, testimony, exhibits and post hearing briefs, the Panel denies the PBA demand for improved health insurance contribution from the County for an employee who retires without a disability retirement from the Employee Retirement System (ERS).

WMW			AVS
Concur	Dissent	Concur	Dissent
William M. Wallens, Esq.		Anthony V. Solfaro	
Employer Panel Member		Employee Organization Panel Member	

Though the insurance on retirement benefit wasn't improved by this Award, as stated above, the Panel Chair notes that in both sets of comparables, the benefit overall for voluntary retirees as well as those receiving a disability retirement in other comparable agencies is significantly better than that for the PBA unit. An employee whose career has ended due to an injury and/or illness for work incurred in the performance of duty should not be placed in a worse position, than if he/she was still working and being paid his/her full salary and benefits. This disparity must be addressed. Given all the statutory criteria, testimony, exhibits and post hearing briefs, the Panel makes the following Award on health insurance, dental and vision coverage for an employee who is granted a disability retirement:

Effective January 1, 2008, any employee who is granted a disability retirement from the ERS for an injury and/or illness for work incurred in the performance of duty as defined therein, shall have his/her health insurance, dental and vision premium or its equivalent paid by the County at 100% for individual, 2 person, or family coverage.

______	wmw	AVS	______
Concur	Dissent	Concur	Dissent
William M. Wallens, Esq.		Anthony V. Solfaro	
Employer Panel Member		Employee Organization Panel Member	

The record evidence concerning the comparables submitted by both parties regarding health insurance buy out are summarized below:

COUNTY COMPARABLES
HEALTH INSURANCE BUYOUT

Albany County Deputy Sheriffs (1/1/10-12/31/12)	Eligible for family coverage, paid $2,000 annually.
	Eligible for family coverage, but elects individual coverage, paid $1,000 annually.
	Eligible for individual coverage, but elects no coverage, paid $1,000 annually.
Columbia County Deputy Sheriffs (1/1/09-12/31/13)	Elect no coverage, paid $1,500 in 1st pay period of December.
Dutchess County Deputy Sheriffs (1/1/05-12/31/08)	Contract silent.
Saratoga County Deputy Sheriffs (1/1/05-12/31/09)	County implemented an experimental policy that would place $150/month in a Trust Account for each month no health insurance elected. The employee receives the funds accumulated by December 15th each year, or upon separation from the County.
Ulster County CSEA Unit (1/1/08-12/31/10)	Employer pays $1,000 each year in quarterly installments of $250.
Ulster County Correction Officers Unit (1/1/08-12/31/09)	Employer pays $2,000 each year in two $1,000 installments in the pay period following April 1st and October 1st
Ulster County Staff Association (1/1/06-12/31/10)	Employer pays $2,000 each year in quarterly installments of $500.
Ulster County Non Union(Managers)	Employer pays $2,000 each year.

The PBA's comparables for health insurance buyout are as follows:

	Contract	Pg.	Municipality	Buyout	No Buyout	Buyout Amount
1	6/1/09-5/31/11	10	Ellenville, VL	X		$4,150 (Individual or Family)
2	1/1/08-12/31/11	26	Kingston, CITY	X		$5,000 (Individual or Family)
3	1/1/07-12/31/09	18	Lloyd, TN	X		40% of Employer's annual premium contribution
4	1/1/08-12/31/12	9	Marlborough, TN	X		1/1/11 - $4,750; 1/1/12 - $5,000 (Ind./Dependent)
5	1/1/04-12/31/07		New Paltz, TN		X	
	NC in 1/08-12/11 MOA					
6	1/1/04-12/31/07	16	Rosendale, TN	X		25% of the premium cost in effect
7	1/1/08-12/31/10	11	Saugerties, TN	X		$1,000 lump sum
8	6/1/06-5/31/10	22	Saugerties, VL	X		$3,000 lump sum
	NC in 6/10-12/10 MOA		**(PD abolished on 12/31/10)**			
9	1/1/08-12/31/10		Shawangunk, TN		X	
10	1/1/04-12/31/08		Ulster, TN		X	
11	1/1/99-12/31/02	6	Ulster Co. DS	X		$1,000/qtr. lump sum
	NC in 1/03-12/07 IAA					
12	1/1/11-12/31/12	20	Woodstock, TN	X		50% of Employer's annual premium contribution

The Panel Chair observes that a health insurance buy out provision in a collective bargaining agreement is a "win/win" for an employee and an employer. A review of both sets of comparables demonstrates that the overall health insurance buy out provisions are better than the one covering this unit, including two (2) of the three (3) County units, and non union managers. The Panel Chair also takes note of the grievance arbitration award in PBA Panel Exhibit 13 finding that the County did not violate the collective bargaining agreement when it ceased to pay the health insurance buy out to bargaining unit members who are married to, or who are dependents of other County employees and are, accordingly, covered by County- provided insurance. That grievance arbitration award gave employees no incentive to take the health insurance buy out and thus, it cost the County a substantial amount because the County would be paying 85% of the premium instead of the much lower buy out amount. Accordingly, in view of all the statutory criteria, testimony, exhibits and post hearing briefs, the Panel awards the following on health insurance buy out:

Effective December 31, 2009, and commencing with employee elections to be made in 2014, the County shall pay each unit member who elects the health insurance buy out, \$2,000 each year in installments of \$1,000 in the pay period immediately following April 1st and October 1st. Additionally, the County shall pay each unit member who is married to, or who is a dependent of another County employee and who elects the health insurance buy out, \$2,000 each year, in installments of \$1,000 in the pay period immediately following April 1st and October 1st. No retroactive payments for years prior to 2014 shall be made under this provision of this Award.

Concur Dissent	Concur Dissent
William M. Wallens, Esq.	Anthony V. Solfaro
Employer Panel Member	Employee Organization Panel Member

AWARD ON REMAINING ISSUES

Except as set forth in this Award, the PBA's demands are hereby rejected.

Concur	Dissent	Concur	Dissent
William M. Wallens, Esq.		Anthony V. Solfaro	
Employer Panel Member		Employee Organization Panel Member	

RETENTION OF JURISDICTION

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

Concur	Dissent	Concur	Dissent
William M. Wallens, Esq.		Anthony V. Solfaro	
Employer Panel Member		Employee Organization Panel Member	

DURATION OF AWARD

Pursuant to the agreement of the parties and the provisions of Civil Service Law, Section 209.4(c)(vi)(Taylor Law), this Award is for the period commencing January 1, 2008 through December 31, 2009.

Concur	Dissent	Concur	Dissent
William M. Wallens, Esq.		Anthony V. Solfaro	
Employer Panel Member		Employee Organization Panel Member	

RETROACTIVITY AND IMPLEMENTATION OF THE AWARD

The Panel awards full retroactivity to any unit member who worked during any period from January 1, 2008, the first day of the Award. The County shall pay all retroactivity as soon as possible, but not later than 60 calendar days after the signature of the Panel Chair. The County shall provide a worksheet to anyone receiving retroactivity setting forth how the calculation(s) was/were made, and what it represents. The County shall implement the Award as soon as possible, but not later than 30 calendar days after the signature of the Panel Chair.

Concur ______ Dissent ______	Concur ______ Dissent ______
William M. Wallens, Esq.	Anthony V. Solfaro
Employer Panel Member	Employee Organization Panel Member

Accordingly, the Panel, after consideration of the record evidence and after due consideration of the statutory criteria, executes this instrument which is our Award.

JEFFREY M. SELCHICK, ESQ. — Date: 8-30-13
Public Panel Member and Chairman

WILLIAM M. WALLENS, ESQ. — Date: 8.28.13
Public Employer Panel Member

ANTHONY V. SOLFARO — Date: 8/29/13
Employee Organization Panel Member

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

On this 30th day of August 2013 before me personally came and appeared Jeffrey M. Selchick, Esq, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public
Notary Public - State of New York
No. 01MO5008658
Qualified in Saratoga County
My Commission Expires May 16, 2015

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

On this 21st day of August 2013 before me personally came and appeared William M. Wallens, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Rayanne L. Sheehan
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 ORANGE) ss.:

On this 29th day of August 2013 before me personally came and appeared Anthony V. Solfaro, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Lorraine J. McGuinness
Notary Public

LORRAINE J. McGUINNESS
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Orange County
Reg. No. 4620194
Commission Expires June 30, 2015

APPENDIX "A"
DEPUTY SHERIFF – CRIMINAL

1/1/08

Step	Years of Service	Base	+ Longevity	= Total Wage
1	Starting	$40,975	$0	$40,975*
		$19.6995/hr	$0/hr	$19.6995/hr**
2	After 1 Year	$42,512	$250	$42,762
		$20.4385/hr	$.1202/hr	$20.5587/hr
3	After 2 Years	$44,106	$500	$44,606
		$21.2048/hr	$.2404/hr	$21.4452/hr
4	After 3 Years	$45,760	$750	$46,510
		$22.0000/hr	$.3606/hr	$22.3606/hr
5	After 4 Years	$47,476	$1,000	$48,476
		$22.8250/hr	$.4808/hr	$23.3058/hr
6	After 5 Years	$49,256	$1,250	$50,506
		$23.6808/hr	$.6010/hr	$24.2818/hr
7	After 8 Years	$50,980	$1,750	$52,730
		$24.5096/hr	$.8414/hr	$25.3510/hr
8	After 10 Years	$52,764	$2,250	$55,014
		$25.3673/hr	$1.0817/hr	$26.4490/hr
9	After 13 Years	$54,611	$2,750	$57,361
		$26.2553/hr	$1.3221/hr	$27.5774/hr
10	After 15 Years	$56,522	$3,250	$59,772
		$27.1740/hr	$1.5625/hr	$28.7365/hr
11	After 17 Years	$58,500	$3,750	$62,250
	and Above	$28.1250/hr	$1.8029/hr	$29.9279/hr

1/1/09

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$42,307	$0	$42,307*
		$20.3399/hr	$0/hr	$20.3399/hr**
2	After 1 Year	$43,894	$250	$44,144
		$21.1029/hr	$.1202/hr	$21.2231/hr
3	After 2 Years	$45,540	$500	$46,040
		$21.8942/hr	$.2404/hr	$22.1346/hr
4	After 3 Years	$47,248	$750	$47,998
		$22.7154/hr	$.3606/hr	$23.0760/hr
5	After 4 Years	$49,020	$1,000	$50,020
		$23.5673/hr	$.4808/hr	$24.0481/hr
6	After 5 Years	$50,858	$1,250	$52,108
		$24.4510/hr	$.6010/hr	$25.0520/hr
7	After 8 Years	$52,638	$1,750	$54,388
		$25.3067/hr	$.8414/hr	$26.1481/hr
8	After 10 Years	$54,480	$2,250	$56,730
		$26.1923/hr	$1.0817/hr	$27.2740/hr
9	After 13 Years	$56,387	$2,750	$59,137
		$27.1091/hr	$1.3221/hr	$28.4312/hr
10	After 15 Years	$58,361	$3,250	$61,611
		$28.0582/hr	$1.5625/hr	$29.6207/hr
11	After 17 Years	$60,404	$3,750	$64,154
	and Above	$29.0404/hr	$1.8029/hr	$30.8433/hr

The part-time Deputy Sheriff shall be paid the Step 1 Deputy Sheriff – Criminal starting hourly rate.

* The Total Wage is for informational purposes only.

** The hourly rate below the Total Wage is the exact amount to be paid times 40 hours each week. The hourly rate is computed using 2080 hours.

APPENDIX "A"
DEPUTY SHERIFF – DETECTIVE

1/1/08

Step	Years of Service	Base	+ Longevity	= Total Wage
1	Starting	$42,819	$0	$42,819*
		$20.5861/hr	$0/hr	$20.5861/hr**
2	After 1 Year	$44,425	$250	$44,675
		$21.3582/hr	$.1202/hr	$21.4784/hr
3	After 2 Years	$46,091	$500	$46,591
		$22.1591/hr	$.2404/hr	$22.3995/hr
4	After 3 Years	$47,819	$750	$48,569
		$22.9899/hr	$.3606/hr	$23.3505/hr
5	After 4 Years	$49,612	$1,000	$50,612
		$23.8519/hr	$.4808/hr	$24.3327/hr
6	After 5 Years	$51,472	$1,250	$52,722
		$24.7462/hr	$.6010/hr	$25.3472/hr
7	After 8 Years	$53,274	$1,750	$55,024
		$25.6125/hr	$.8414/hr	$26.4539/hr
8	After 10 Years	$55,139	$2,250	$57,389
		$26.5091/hr	$1.0817/hr	$27.5908/hr
9	After 13 Years	$57,069	$2,750	$59,819
		$27.4370/hr	$1.3221/hr	$28.7591/hr
10	After 15 Years	$59,066	$3,250	$62,316
		$28.3971/hr	$1.5625/hr	$29.9596/hr
11	After 17 Years	$61,133	$3,750	$64,883
	and Above	$29.3909/hr	$1.8029/hr	$31.1938/hr

1/1/09

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$44,211	$0	$44,211*
		$21.2553/hr	$0/hr	$21.2553/hr**
2	After 1 Year	$45,869	$250	$46,119
		$22.0524/hr	$.1202/hr	$22.1726/hr
3	After 2 Years	$47,589	$500	$48,089
		$22.8793/hr	$.2404/hr	$23.1197/hr
4	After 3 Years	$49,374	$750	$50,124
		$23.7375/hr	$.3606/hr	$24.0981/hr
5	After 4 Years	$51,226	$1,000	$52,226
		$24.6279/hr	$.4808/hr	$25.1087/hr
6	After 5 Years	$53,147	$1,250	$54,397
		$25.5514/hr	$.6010/hr	$26.1524/hr
7	After 8 Years	$55,007	$1,750	$56,757
		$26.4457/hr	$.8414/hr	$27.2871/hr
8	After 10 Years	$56,932	$2,250	$59,182
		$27.3712/hr	$1.0817/hr	$28.4529/hr
9	After 13 Years	$58,925	$2,750	$61,675
		$28.3293/hr	$1.3221/hr	$29.6514/hr
10	After 15 Years	$60,987	$3,250	$64,237
		$29.3207/hr	$1.5625/hr	$30.8832/hr
11	After 17 Years	$63,122	$3,750	$66,872
	and Above	$30.3471/hr	$1.8029/hr	$32.1500/hr

* The Total Wage is for informational purposes only.

** The hourly rate below the Total Wage is the exact amount to be paid times 40 hours each week. The hourly rate is computed using 2080 hours.

APPENDIX "A"
DEPUTY SHERIFF – SERGEANT

1/1/08

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$46,673	$0	$46,673*
		$22.4389/hr	$0/hr	$22.4389/hr**
2	After 1 Year	$48,073	$250	$48,323
		$23.1120/hr	$.1202/hr	$23.2322/hr
3	After 2 Years	$49,515	$500	$50,015
		$23.8053/hr	$.2404/hr	$24.0457/hr
4	After 3 Years	$51,000	$750	$51,750
		$24.5192/hr	$.3606/hr	$24.5192/hr
5	After 4 Years	$52,530	$1,000	$53,530
		$25.2548/hr	$.4808/hr	$25.7356/hr
6	After 5 Years	$54,106	$1,250	$55,356
		$26.0125/hr	$.6010/hr	$26.6135/hr
7	After 8 Years	$56,000	$1,750	$57,750
		$26.9231/hr	$.8414/hr	$27.7645/hr
8	After 10 Years	$57,960	$2,250	$60,210
		$27.8654/hr	$1.0817/hr	$28.9471/hr
9	After 13 Years	$59,989	$2,750	$62,739
		$28.8409/hr	$1.3221/hr	$30.1630/hr
10	After 15 Years	$62,089	$3,250	$65,339
		$29.8505/hr	$1.5625/hr	$31.4130/hr
11	After 17 Years	$64,262	$3,750	$68,012
	and Above	$30.8952/hr	$1.8029/hr	$32.6981/hr

1/1/09

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$48,190	$0	$48,190*
		$23.1683/hr	$0/hr	$23.1683/hr**
2	After 1 Year	$49,636	$250	$49,886
		$23.8635/hr	$.1202/hr	$23.9837/hr
3	After 2 Years	$51,125	$500	$51,625
		$24.5793/hr	$.2404/hr	$24.8197/hr
4	After 3 Years	$52,659	$750	$53,409
		$25.3168/hr	$.3606/hr	$25.6774/hr
5	After 4 Years	$54,239	$1,000	$55,239
		$26.0764/hr	$.4808/hr	$26.5572/hr
6	After 5 Years	$55,866	$1,250	$57,116
		$26.8587/hr	$.6010/hr	$27.4597/hr
7	After 8 Years	$57,821	$1,750	$59,571
		$27.7986/hr	$.8414/hr	$28.6400/hr
8	After 10 Years	$59,845	$2,250	$62,095
		$28.7716/hr	$1.0817/hr	$29.8533/hr
9	After 13 Years	$61,940	$2,750	$64,690
		$29.7789/hr	$1.3221/hr	$31.1010/hr
10	After 15 Years	$64,108	$3,250	$67,358
		$30.8212/hr	$1.5625/hr	$32.3837/hr
11	After 17 Years	$66,352	$3,750	$70,102
	and Above	$31.9000/hr	$1.8029/hr	$33.7029/hr

* The Total Wage is for informational purposes only.

** The hourly rate below the Total Wage is the exact amount to be paid times 40 hours each week. The hourly rate is computed using 2080 hours.

APPENDIX "A"
DEPUTY SHERIFF – DETECTIVE SERGEANT
AND
DEPUTY SHERIFF- FIRST SERGEANT

1/1/08

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$48,773	$0	$48,773*
		$23.4486/hr	$0/hr	$23.4486/hr**
2	After 1 Year	$50,236	$250	$50,486
		$24.1519/hr	$.1202/hr	$24.2721/hr
3	After 2 Years	$51,743	$500	$52,243
		$24.8764/hr	$.2404/hr	$25.1168/hr
4	After 3 Years	$53,295	$750	$54,045
		$25.6226/hr	$.3606/hr	$25.9832/hr
5	After 4 Years	$54,894	$1,000	$55,894
		$26.3914/hr	$.4808/hr	$26.8722/hr
6	After 5 Years	$56,541	$1,250	$57,791
		$27.1832/hr	$.6010/hr	$27.7842/hr
7	After 8 Years	$58,520	$1,750	$60,270
		$28.1346/hr	$.8414/hr	$28.9760/hr
8	After 10 Years	$60,568	$2,250	$62,818
		$29.1192/hr	$1.0817/hr	$30.2009/hr
9	After 13 Years	$62,688	$2,750	$65,438
		$30.1385/hr	$1.3221/hr	$31.4606/hr
10	After 15 Years	$64,882	$3,250	$68,132
		$31.1933/hr	$1.5625/hr	$32.7558/hr
11	After 17 Years	$67,153	$3,750	$70,903
	and Above	$32.2851/hr	$1.8029/hr	$34.0880/hr

1/1/09

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$50,359	$0	$50,359*
		$24.2111/hr	$0/hr	$24.2111/hr**
2	After 1 Year	$51,870	$250	$52,120
		$24.9375/hr	$.1202/hr	$25.0577/hr
3	After 2 Years	$53,426	$500	$53,926
		$25.6856/hr	$.2404/hr	$25.9260/hr
4	After 3 Years	$55,029	$750	$55,779
		$26.4563/hr	$.3606/hr	$26.8169/hr
5	After 4 Years	$56,680	$1,000	$57,680
		$27.2500/hr	$.4808/hr	$27.7308/hr
6	After 5 Years	$58,380	$1,250	$59,630
		$28.0673/hr	$.6010/hr	$28.6683/hr
7	After 8 Years	$60,423	$1,750	$62,173
		$29.0495/hr	$.8414/hr	$29.8909/hr
8	After 10 Years	$62,538	$2,250	$64,788
		$30.0664/hr	$1.0817/hr	$31.1481/hr
9	After 13 Years	$64,727	$2,750	$67,477
		$31.1188/hr	$1.3221/hr	$32.4409/hr
10	After 15 Years	$66,992	$3,250	$70,242
		$32.2077/hr	$1.5625/hr	$33.7702/hr
11	After 17 Years	$69,337	$3,750	$73,087
	and Above	$33.3351hr	$1.8029/hr	$35.1539/hr

* The Total Wage is for informational purposes only.

** The hourly rate below the Total Wage is the exact amount to be paid times 40 hours each week. The hourly rate is computed using 2080 hours.

APPENDIX "A"
EMERGENCY SERVICES DISPATCHER

1/1/08

Step	Years of Service	Base	+ Longevity	= Total Wage
1	Starting	$35,821	$0	$35,821*
		$17.2216/hr	$0/hr	$17.2216/hr**
2	After 1 Year	$37,164	$250	$37,414
		$17.8673/hr	$.1202/hr	$17.9875/hr
3	After 2 Years	$38,558	$500	$39,058
		$18.5375/hr	$.2404/hr	$18.7779/hr
4	After 3 Years	$40,004	$750	$40,754
		$19.2327/hr	$.3606/hr	$19.5933/hr
5	After 4 Years	$41,504	$1,000	$42,504
		$19.9539/hr	$.4808/hr	$20.4347/hr
6	After 5 Years	$43,060	$1,250	$44,310
		$20.7019/hr	$.6010/hr	$21.3029/hr
7	After 8 Years	$44,567	$1,750	$46,317
		$21.4264/hr	$.8414/hr	$22.2678/hr
8	After 10 Years	$46,127	$2,250	$48,377
		$22.1764/hr	$1.0817/hr	$23.2581/hr
9	After 13 Years	$47,741	$2,750	$50,491
		$22.9524/hr	$1.3221/hr	$24.2745/hr
10	After 15 Years	$49,412	$3,250	$52,662
		$23.7558/hr	$1.5625/hr	$25.3183/hr
11	After 17 Years	$51,141	$3,750	$54,891
	and Above	$24.5870/hr	$1.8029/hr	$26.3899/hr

1/1/09

Step	Years of Service	Base +	Longevity =	Total Wage
1	Starting	$36,985	$0	$36,985*
		$17.7813/hr	$0/hr	$17.7813/hr**
2	After 1 Year	$38,372	$250	$38,622
		$18.4481/hr	$.1202/hr	$18.5683/hr
3	After 2 Years	$39,811	$500	$40,311
		$19.1399/hr	$.2404/hr	$19.3803/hr
4	After 3 Years	$41,304	$750	$42,054
		$19.8577/hr	$.3606/hr	$20.2183/hr
5	After 4 Years	$42,853	$1,000	$43,853
		$20.6024/hr	$.4808/hr	$21.0832/hr
6	After 5 Years	$44,460	$1,250	$45,710
		$21.3750/hr	$.6010/hr	$21.9760/hr
7	After 8 Years	$46,016	$1,750	$47,766
		$22.1231/hr	$.8414/hr	$22.9645/hr
8	After 10 Years	$47,627	$2,250	$49,877
		$22.8976/hr	$1.0817/hr	$23.9793/hr
9	After 13 Years	$49,294	$2,750	$52,044
		$23.6990/hr	$1.3221/hr	$25.0211/hr
10	After 15 Years	$51,019	$3,250	$54,269
		$24.5284/hr	$1.5625/hr	$26.0909/hr
11	After 17 Years	$52,805	$3,750	$56,555
	and Above	$25.3870/hr	$1.8029/hr	$27.1899/hr

The part-time Emergency Services Dispatcher shall be paid the Step 1 starting Emergency Services Dispatcher's starting hourly rate.

* The Total Wage is for informational purposes only.

** The hourly rate below the Total Wage is the exact amount to be paid times 40 hours each week. The hourly rate is computed using 2080 hours.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

THE COUNTY OF ULSTER AND THE ULSTER COUNTY SHERIFF, Public Employer, -and- ULSTER COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC. Employee Organization. PERB Case No.: IA2010-036; M2010-137	**DISSENT OF PUBLIC EMPLOYER PANEL MEMBER**

Upon reading the Opinion and Award of the arbitration panel in the herein matter, I am compelled to write this Dissent rather than merely "check" the "Dissent" box. This Award is a perfect example on why interest arbitration in New York State does not work. There is absolutely no reason why interest arbitration is warranted, especially in today's economic climate. As evidenced by this Award, interest arbitration is nothing more than an unfunded state mandate imposed upon municipalities by so-called "public panel members" under the auspices of the New York State Public Employment Relations Board, an arm of the State.

The Award issued herein is the Award between the "Public Panel Member (Chairman)" and the "Employee Organization Panel Member." As the public employer panel member, it is left to me to advocate for the taxpayers of Ulster County who must ultimately fund this Award, which I find excessive and totally unjustifiable.

At the outset, it must be stated that both the County and the Sheriff have the highest regard for the men and women who are employed in the Sheriff's office and have the highest respect for their dedicated service to the taxpayers and residents of the County. That, however, is not the issue in this proceeding. The issue is what can the County, and ultimately the taxpayers, afford to pay.

As in most interest arbitration awards, especially today, the most important statutory criteria which the panel must apply is the employer's "ability to pay." Though the Chair purports to apply the criteria, it is apparent that the analysis is deficient and flawed. After the testimony of expert witnesses and numerous exhibits, the Chair determines, in merely two paragraphs of an analysis, that the County has the "ability to fund the economic component of this Award..." (p. 22 of Award). The essence of the Chair's analysis is a reference to the County's fund balance as of December 31, 2010. The Chair notes that the accumulation of the fund balance was "owing in no small part to prudent financial management..." (p. 22 of Award). Thus, the County is being punished for getting its house in order and controlling spending. In addition, the fund balance is merely a snapshot of County finances at a specific sole point in time. It does not necessarily evidence an ability to pay a recurring financial obligation such as salary increases. It is not prudent to pay ongoing liabilities from a so-called "bank account."

What the Chair fails to recognize is that the Award is not being paid in 2010, but it is being paid from the County's current "ability to pay." The Chair has totally ignored the record evidence that was presented at the hearing.

The County was able to maintain a healthy fund balance due to the noted prudent fiscal management. This included not filling numerous vacancies. Despite these cost cutting measures, the County has had to appropriate a significant amount of fund balance to maintain property tax levels. In 2007, before the economic downturn, the County did not appropriate any fund balance. However, with the onset of the economic downturn, it was forced to appropriate a significant amount of fund balance. In 2011, it appropriated $12,369,250, a fact which was ignored by the Chair. Budget Officer Smith testified at the hearing that to continually tap into fund balance is "unsustainable because you can't keep using your savings to pay ongoing operating costs." Even Mr. Decker, the PBA's expert, recognized the struggles of the County when he stated that the County does not have "excessive levels" or "extraordinary high levels of fund balance." It is recommended by the NYS Comptroller that the fund balance amount to between 5-15% of the County's budget. Having reached the high of 9.88% of the General Fund in 2010, it was estimated that the fund balance would only be 4.2% of the General Fund in 2011, which was the first time that the County was below the 5% recommended level. Sales tax is the largest source of revenue for the County, accounting for 35.1% of the revenue received by the County in 2010. It must be noted that in 2008, the County collected $84.6 million in sales tax revenue; this plunged to $77.8 million in 2009, an almost 9% decrease. At the time of the hearing, the County had still not recovered to the pre-2008 revenues. According to the record in the hearing, it was estimated that the County is $9 million behind in sales tax from the beginning part of the decade.

Real property is the second largest source of revenue for the County. In 2007, the tax levy increased by 7.5%. In the subsequent three years, it increased between 2.7% and 3.7%. At the time of the hearing, there was a decline in the County's tax base illustrated by a decrease of 5.9% in the value of taxable real property in the years where the recession hit hardest.

The price of single-family homes decreased in the County by 10.8% between 2008 and 2010. Foreclosures dramatically increased in the County. The Chair also failed to recognize or discuss the reduction in State and Federal aid for mandated programs. Mandates make up between 65-70% of the County's budget. Between 2007 and 2010, State aid was fairly consistent. In 2011, however, the County saw a 43% drop in State and Federal aid. Evidence admitted at the hearing demonstrated that the County is only reimbursed 21-26% for mandates.

Most critically, the Chair failed to mention or discuss the dramatic increase in pension costs. Pension costs nearly doubled from 2007-2011. This dramatic increase occurred notwithstanding that the County eliminated 218 positions since 2009 through layoffs, retirement incentives and unfilled positions. Even more alarming is the fact that the wage increases herein will drive up pension costs retroactively for 2008 and 2009 and be compounded in subsequent years.

Health insurance costs have increased significantly in recent years even though the County has made changes to its drug programs, co-pays and deductibles. Health insurance costs have increased between 20-25% since 2009.

These are the facts that were ignored by the Chair.

The Chair awards wage increases of 3% effective January 1, 2008 and 3.25% effective January 1, 2009. These extraordinary amounts are awarded today when the County is confronted with the State legislatively imposed 2% tax cap and when the County has cut services and positions. The Award is totally unwarranted, unsupportable and unsustainable. Referencing wage increases in other jurisdictions that were negotiated for 2008 and 2009 and wage adjustments to other County bargaining units which were negotiated in different economic times is analytically flawed. What was reasonable and affordable 5-6 years ago, is not necessarily reasonable and affordable today.

What is most disconcerting is the Chair's gratuitous comments on pages 37 and 43 of the Award regarding future negotiations concerning health insurance. The Chair should restrict his

Award and comments to the years before him, 2008-2009, and should have refrained from commenting upon future negotiations.

It was not appropriate for the Chair to admonish the County to look at alternative plans in the future and to "look at NYSHIP" with its restrictive rules of administration.

The Chair also, at page 43 of the Award, inappropriately admonished the County by "strongly urg[ing]" the County to address retiree health insurance in future negotiations. It is not the Chair's role to lecture the County on how to conduct its negotiations in the future. Admonishing the County to increase its retiree health insurance costs in the future is irresponsible. The retiree health insurance benefit in the PBA Collective Bargaining Agreement is similar to the retiree health insurance benefits negotiated by other unions within the County. In reality, this is the only viable and realistic comparability when looking at health insurance for either current or retired employees.

The Chair inexplicably modified the health insurance buyout provision by providing a buyout where both spouses are employed by the County. The County was successful in an arbitration wherein it was held that the Collective Bargaining Agreement does not provide for a buyout where both spouses are County employees. In such a case, the County offers the spouses family coverage or two individual policies. In either option, the County is providing the employee with health insurance. There is nothing to "buyout." The Chair, however, took it upon himself to nullify the "buyout" arbitration decision and grant a benefit where there is no evidence that anyone else in the County receives such a benefit. No justification exists for such an Award in this area.

Based upon the totality of the Award and its flawed analysis, I am compelled to Dissent based upon the opinion above. The Award, for 2008-2009, fails to recognize its long term implications on the County budget and its taxpayers, nor recognize its implications on the 2% State mandated tax cap and the County's ability to live within its means. It cannot be sanctioned.

I respectfully Dissent.

Dated: August 22, 2013

William M. Wallens

Sworn to before me this 22nd
day of August, 2013.

Notary Public – State of New York

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

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In the Matter of Compulsory Interest Arbitration

- Between -

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

Union/Petitioner,

PERB Case No. IA2010-036; M2010-137

- and -

COUNTY OF ULSTER and ULSTER COUNTY SHERIFF,

Employer/Respondent.

---X

Opinion By

Anthony V. Solfaro,
Employee Organization Panel Member

The dissent filed by the Employer's designee to the arbitration panel is an attack upon the Taylor Law's interest arbitration provisions, the terms of this award, and the Panel Chairman himself. The points raised by the dissent require a response to help ensure readers do not accept them as correct or persuasive because they are neither.

As to the first, every independent, neutral analysis of the Taylor Law's interest arbitration process has concluded that it is a fair one that does not result in awards that are objectively unreasonable or unjustifiable. The truth is that the process has worked for many years and still works and there is as much reason and need for interest arbitration now as there was in 1974 when the process was first added to the Taylor Law.

The dissent finds the terms of the award to be "excessive and totally unjustifiable". What is excessive and unjustifiable is the Employer's demand for a wage and benefit freeze for 2008 and 2009, the two years covered by this award. That demand, the Employer's only one, cannot be defended on any basis and the Panel Chairman correctly rejected a freeze that actually amounts to rollback of wages and an erosion of benefits.

The Panel Chairman awarded a 3% base wage increase for 2008 and a 3.25% increase for 2009. The dissent labels these as "extraordinary". They are not. As explained in the award, the wage increases for the years in question are at or below the wage increases for the years in question within the comparable market and those extended to the County's other employees for the same time period. The high regard expressed by the dissent for these employees rings hollow when the dissent argues in the same breath that they should not have been awarded what others, including other County employees, have received because the County claims it cannot afford to treat these employees equally, even though their wages represent but a tiny fraction of the County's overall costs and expenses.

The modest wage increases awarded are also affordable and well within the Employer's proven ability to pay. In that respect, the unrebutted evidence before the Panel showed that a 3.5% base wage increase, even if that were to be paid entirely from property tax, would cost the average taxpayer $2.25 per year or less than a penny a day. Not by any manipulation of statistics can this Employer argue persuasively that the wage award for these underpaid employees is excessive or that the wage increases awarded are beyond this Employer's ability to pay or are burdensome to tax payers who had a lower full value tax rate in 2011 than they did in 2006.

The dissent claims the Panel Chairman "ignored" arguments or facts of record. That is not true. Every argument made by the Employer during the arbitration proceeding and the facts offered in support of those arguments, whether as to ability to pay or any statutory criterion, were addressed in the award.

The dissent accuses the Chairman of "punishing" the County for its management decisions that have enabled it to come out of the recession in good financial shape. That is also untrue. The County is not being punished for anything. The Panel Chairman correctly assessed the County's ability to pay, as he had to do, by examining the many factors that affect that statutory criterion, including revenues, expenses and assets. The Chairman's analysis was not limited to the County's fund balance as the dissent claims. It is the Employer that wanted the Panel Chairman to ignore relevant facts by having him consider only the economic "bad news" while disregarding all that is positive within and for the County, including its considerable "bank accounts", which the dissent would have the Panel Chairman disregard because of the County's belief that money banked should not be used to pay recurring expenses such as employee wages and benefits.

It is the employees that the dissent would "punish" by having the Chairman disregard the market wage increases for 2008 and 2009 on a "that was then, this is now" argument. The Employer's adamant demand for a wage and benefit freeze drove this impasse. It would have been fundamentally unfair to tell these employees, who are underpaid and under benefited relative to the comparable market, that they cannot have what others have received just because the award issued in 2013 instead of 2010 through no fault of the employees.

Moreover, the dissent's "then v. now" argument is hypocritical. If the wage settlements for 2008 and 2009 had been lower than the 3% and 3.5% awarded in this proceeding, or were lower than what was prevailing in the market in 2013, I am certain the Employer would have argued that those lower increases for 2008 and 2009 are what should have been awarded, not the higher wage increases in the later years. This Employer wants it all ways, its way, all the time. That is what is "totally unwarranted, unsupportable and unsustainable" and "analytically flawed", not the very modest terms of this award that rejects most of the PBA's demands.

The dissent finds "most disconcerting" the Chairman's comments regarding active employee and retiree health insurance, which the dissent labels "gratuitous". They are not.

The statements to which the dissent objects were made in the context of the Chairman's rejection of the PBA's demands regarding active and retiree health insurance and were part of the rationale for that determination.

The Chairman's statements that the dissent finds objectionable were also made in light of the Employer's evidence and arguments regarding the high cost of current health insurance benefits. It was the Employer that emphasized benefit cost. Suggestions or recommendations by a panel chair to an employer encouraging it look at alternatives that could or would reduce the very costs the Employer cites as a reason to deny a PBA's health insurance demands are not gratuitous or unreasonable.

Moreover, part of any panel chairman's proper role is to lay a framework for the purpose of avoiding future impasses and future interest arbitration proceedings. Given the dissent's articulated opposition to the Taylor Law interest arbitration process, the dissent's criticism of the Chairman's comments, that were offered to help the parties avoid the very process the dissent finds objectionable, is most surprising and irrational.

The dissent concludes the criticism of the Chairman's statements about active and retiree health insurance with the statement that as to that particular benefit, the only "viable and realistic" comparability assessment that can be made is one that looks only to the health insurance benefits prevailing for other employees of the County, not for the employees of any other employers.

The dissent's statement is incorrect as a matter of law and is one that the dissent does not even attempt to explain or justify. When looking at health insurance, or any other benefits, comparability is not restricted to just what other employees of the one employer that is the party to the interest arbitration proceeding are getting. Even though this Employer offered a cherry-picked set of municipalities as comparables, one the Chairman correctly rejected as far too narrow, the Employer's comparable market included employers other than the County of Ulster. The comparable market, whatever it is, is a constant. The market within which a comparability analysis is conducted does not expand or contract according to the term and condition of employment being evaluated for award.

As to the part of the award concerning health insurance waiver, the dissent laments that the award unfairly changes a "win" the Employer got under an earlier grievance arbitration award rendered by a different arbitrator who held that the Employer did not violate the parties' collective bargaining agreement when it changed the health insurance waiver benefit by limiting who could claim it. That is yet another unfounded criticism of this interest arbitration award.

In the first place, interest arbitration awards always change the status quo in some way to some extent. What prevailed under the grievance arbitration award was just the status quo for a while, one the Panel Chairman decided should be changed. There is nothing unusual in that.

Moreover, the dissent does not discuss whether the grievance arbitration award was correct, reasonable or persuasive. Obviously, the dissent believes the grievance arbitration award had those earmarks, but its belief does not make it so. I am familiar with that grievance arbitration award and I find it to be incorrect, unreasonable, unpersuasive and contrary to other grievance arbitration awards regarding this issue. Denying a health insurance buyout when two County employees are married to one another effectively discriminates against them for being married. The Chairman saw the unfairness of the unilateral change the Employer had made to the buyout benefit and he rescinded the change, something the grievance arbitrator should have done in the first place. There is nothing wrong or impermissible about what the Chairman awarded. The dissent is also incorrect that there is nothing for married County employees to buyout. Because married employees are eligible for health insurance on the same terms as any other employee, there is most certainly something for them to buyout.

The dissent claims the award ignores the mandates of the State's so-called 2% property tax cap. First, that cap is not the mandate the dissent claims it to be because a local government can override it. Thus, a local government's decision to comply with the tax "cap" is voluntary and political. Second, the existence of the tax cap is owed no more weight in an interest arbitration proceeding than any other budgetary decision a government makes. For example, a government that decides to budget nothing for employee wage increases or benefits to ostensibly "live within its means", as the government sees those "means" to be, does not establish that the employees deserve a wage and benefit freeze and should have one imposed upon them. If that were true, governments could force complete stagnation and erosion of terms and conditions of employment over time by the expedient of budgeting nothing for wages and benefits. As it is with the budget process, so it is with the "tax cap" that is just a part of that budgetary process.

The dissent's criticisms of the Chairman are as unwarranted as the rest of the dissent's complaints about the award. The Chairman's award is well explained. It rests on the statutory criteria and the facts of record. Nothing of relevance was ignored. The award is very limited in its scope and modest by its terms. In that regard, I believe the record warranted an award more favorable to these employees than was rendered, but there is not any objective basis to condemn it as excessive and unwarranted as the dissent does.

This same Chairman issued the parties' unanimous prior multi-year interest arbitration award. He was chosen by agreement of the parties to resolve this particular impasse precisely because of his expertise, his decades-long service as the Chairman of a great many interest arbitration panels, and his reputation for objectivity and fairness. Although there is a time and a place for a dissent from a given interest arbitration award because I have done so a couple of times in my over thirty-five plus year career as an advocate for law enforcement personnel, it is unwarranted dissent such as this one that dissuades experienced and competent arbitrators from serving as chairs of interest arbitration panels. All lose when that happens. Furthermore, I do not believe this dissent is about the merits of this award. I believe this dissent to be a product of a long range political agenda to have interest arbitration abolished, something that has been a legislative priority of various employers and employer organizations ever since interest arbitration was first enacted so many years ago. That is most unfortunate and that is one of the reasons why my separate opinion is necessary.

Anthony V. Solfaro
Employee Organization Panel Member

August 29, 2013