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## Monroe County Sheriff and Monroe County Deputy Sheriffs Association

Stephen P. LaLonde

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## Monroe County Sheriff and Monroe County Deputy Sheriffs Association

### Abstract

In the matter of the fact-finding between the Monroe County Sheriff, employer, and the Monroe County Deputy Sheriffs Association, union. PERB case no. M2013-172. Before: Stephen P. LaLonde, fact finder.

### Keywords

New York State, PERB, fact finding

PUBLIC EMPLOYMENT RELATIONS BOARD  
FACT FINDING IN IMPASSE BARGAINING

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IN THE MATTER OF FACT FINDING BETWEEN

**MONROE COUNTY AND MONROE COUNTY  
SHERIFF**

**FACT FINDING  
REPORT**

- AND -

**MONROE COUNTY DEPUTY SHERIFFS  
ASSOCIATION, INC.**

**CASE NUMBER:  
M2013-172**

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Re: Fact Finding of Outstanding Bargaining Issues

**BEFORE:** Stephen P. LaLonde, Impartial Fact Finder

**APPEARANCES:**

For the Union: Dan DeBolt, Esq./Advocate  
Thomas Spring, MCDSA Executive Vice President  
Scott Farina, MCDSA Jail Vice President  
Wayne Guest, MCDSA President

For the County: Karlee Bolaños, Esq./Advocate  
William Lowe, Esq./Assisting Advocate  
Sheyenne Livecchi, Acting Labor Relations Manager  
Robert Franklin, CFO  
Ronald Harling, Superintendent MCSO

**B A C K G R O U N D**

Monroe County ("County") and the Monroe County Deputy Sheriffs Association, Inc. ("Union") met in negotiations for the purpose of determining a successor agreement to their January 1, 2009 to December 31, 2012 Collective Bargaining Agreement ("CBA"). Negotiations between the Parties began on June 4, 2012 with subsequent negotiation sessions on June 25, 2012, December 17, 2012, January 28, 2013, April 15, 2013, May 28, 2013 and September 13, 2013. The Union declared Impasse on September 30, 2013 and submitted a formal Declaration of Impasse to the New York State Public Employment

Relations Board ("PERB"). At this point, the mediation stage of Impasse was instituted and PERB Mediator, Greg Poland, was assigned and met with the Parties. Mediation sessions were held in May and June of 2014 and Mediator Poland was called back by the Parties in August 2016 in a further effort to assist the Parties in reaching settlement. Mediation was ultimately not successful in bringing the Parties to resolution of the outstanding issues.

The Union moved to request Fact Finding on October 28, 2016. The undersigned Fact Finder was appointed to the matter on November 22, 2016. In the request for Fact-Finding, the Union indicated the following twenty-three (23) issues were unresolved:

- Wages
- Health Insurance
- Retiree Health Insurance
- Paid Lunch (Civil Deputies)
- Roll Call
- In Service Training
- Shift Premium
- Mandatory Overtime
- Recognition (Part-Timers)
- Work Week and Work Shifts
- Call Out Pay
- Jury Duty
- Postings/Temporary Vacancies
- Maternity Leave
- Paid Leaves of Absence (Sick Leave/Light Duty)
- Probationary Period
- Vacation
- Compensatory Time (Cash Out)
- Meal Reimbursement
- Plainclothes Duty Stipend
- Personal Property Replacement
- Educational Stipend
- Recovery of Training Costs

In discussions with the Fact Finder, the Parties agreed that they would submit pre-hearing briefs and exhibits to the Fact Finder prior to the Fact-Finding hearing and would submit post-hearing briefs afterward. The Parties' pre-hearing briefs and exhibits were received on June 30, 2017.

A Fact-Finding Hearing was held on October 30, 2017<sup>1</sup> in the conference room of the Watts Building in Rochester, NY. The Hearing commenced at approximately 10:13 AM and concluded at approximately 12:23 PM. At the Fact-Finding Hearing, the Parties summarized and clarified their information and respective positions on the outstanding issues and presented additional information and argument in support thereof. Both Parties had full opportunity to present testimony and evidence in support of their respective positions on the outstanding issues at Impasse and to argue in opposition to the evidence and testimony presented by the other Party<sup>2</sup>.

The Parties' post-hearing briefs were received by the Fact Finder on November 21, 2017 at which time the record was closed.

## **OUTSTANDING ISSUES**

The Parties discussed the following issues at the Fact-Finding hearing:

- Issue #1: Wages
- Issue #2: Health Insurance
- Issue #3: Active Health Insurance
- Issue #4: New Hire Health Insurance
- Issue #5: Insurance Buyout
- Issue #6: Retiree Health insurance
- Issue #7: Other Retirement Issues

Each of these issues will be addressed in turn with the relative positions of the Parties summarized and presented as each issue is identified.<sup>3</sup>

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<sup>1</sup> The Fact-Finding Hearing was scheduled and postponed several times as the Parties entered into negotiations in attempts to settle outstanding issues prior to the Fact-Finding hearing. Three tentative settlement agreements were reached in 2017 (post-mediation) that went to ratification votes. In each instance the tentative settlement agreements were voted down by the Union membership.

<sup>2</sup> At the Fact-Finding hearing, the Parties informed the Fact Finder that the August 10, 2017 Tentative Settlement Agreement ("TSA") should serve as a starting point for a potential agreement in the Fact-Finding process and thus, the number of issues presented and discussed at the Fact-Finding hearing was reduced and restricted to those identified as outstanding from the August 10, 2017 Tentative Settlement Agreement as listed above. The Fact Finder has reviewed all submissions presented by the Parties relative to this matter of Fact-Finding.

<sup>3</sup> Given the number of outstanding issues brought to Fact-Finding and the substantial argument and documentation presented by the Parties on most of the issues, the relative positions and arguments of the

**ISSUE #1: WAGES**

The County asserts that the wage offer in the August TSA is more than reasonable given the economic problems facing the County and the relative position of deputies economically as compared to regional deputy units and the benefits that they have. Additionally, the County has a firm position on the question of retroactivity of wage increases. For 20 years, the County has not agreed to retroactivity in its contract negotiations with its bargaining units. The issue of retroactivity is very expensive for the County to consider due to the financial stresses facing the County and the negative fiscal impact such an action would have on the current County budget and budget process.

The County asserted that it has been and continues to be under significant fiscal stress which has been confirmed by the New York State Comptroller. The County is still struggling with the impact of the last two recessions and the significant loss of revenues as a consequence thereof. The New York State imposed Tax Cap requirements have meant that the County's ability to raise tax revenues has been restricted to under 1% for the last 5 years and it is not expected to improve going forward. Additionally, State legislation locks the County in to only receiving 30% of county sales tax revenues so there is no ability to make revenue adjustments in that area. Further, the ever-increasing costs of health insurance and the fact that the County carries 100% of retiree health insurance costs for most retirees have continued to substantially increase the fiscal burden on the County when almost all other County bargaining units have accepted that 100% coverage of retiree health insurance is unsustainable. Relatedly, the lack of wage increases from 2013-2017 does not mean that monies were not set aside but that with no agreement, any monies available had to be used to cover the increased costs of health insurance which was a financial benefit to the Union as the contribution rates for insurance also were not adjusted upward during the 2013-2017 period of time.

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Parties will be restricted to general and summative overviews of the issues presented at the Fact-Finding hearing.

The Union argued that the TSA language, if implemented, would amount to 9.75% plus \$650 step increase over a 10-year period of the successor agreement (2013-2022) amounting to basically a one (1) percent increase per year. Additionally, the Union indicated that the County testified during the Fact-Finding hearing that it will not agree to a wage increase that has not been budgeted yet their presentation clearly showed that the County budgeting process up until at least 2017 did not budget in any wage increase for the bargaining unit leading the Union to believe that the County had no intention of offering wage increases during this time period (2013-2017). This makes the Union argument for retroactivity more credible or at least some type of payment in lieu of retroactivity for any successor agreement. At a minimum, the Union contends that larger wage increases for 2018-2022 should be recommended to make up for the absence of any wage increases from 2013-2017.

## **ISSUE #2: ACTIVE DUTY HEALTH INSURANCE CONTRIBUTION**

The County notes that it had to absorb \$3.77 million in health insurance increased costs between 2012-2017 due to the lack of a successor agreement and the lack of the unit contributing more realistically to the costs of health insurance. Further, retiree insurance costs are crippling the ability of the County to maintain the level of insurance coverage that they have been sustaining in the past. Escalating general health insurance costs require that the Union move away from the unreasonable flat dollar contribution amounts which become a smaller and smaller proportion of the insurance costs with each year. It is more realistic to move to a percentage. However, the County indicates that the provision to have active deputies begin paying an increased flat rate per pay period is acceptable with the amounts per payroll moved to \$55 for single coverage and \$140 for family coverage. The County states that the wages in the TSA are greater than the health insurance costs and that the majority of deputies were not in the negative within the first four (4) months of a successor agreement implementation. The County points out that the Union, during the TSA negotiations, agreed to immediately institute the \$55/\$140 payment structure in exchange for the County dropping percentage contributions which other bargaining units have almost all accepted. The immediate start of the flat rate

increases is not unreasonable. If the Union now desires a phase-in for the flat rate health contributions, the County would revert to a demand for percentage contributions.

As for the Union, they state that the meager wage increases called for in the TSA (see Union objection on wages above) makes it almost impossible to get the membership to accept the County's proposals for health insurance contribution increases. The Union objects to the flat rate increase in the TSA as too large of a jump in the rate for the first year of the successor agreement. They asserted that the single flat rate increase of \$55 per pay period was generally acceptable but the jump in the family rate from \$65 to \$140 per pay period was too great an increase for the membership to accept. The Union wants to maintain the flat rate of contribution and would accept an increase in the rate but that it should be phased in over the term of the successor agreement. Further, the Union also asserted that the wage increases in the TSA were small considering that the increased health contributions would swallow up the raises and put members at economic disadvantage (reduction in net pay) for 1-2 years of the successor agreement term. The Union would see a flat rate contribution of \$100 per pay period for a family plan as more reasonable.

### **ISSUE #3: INSURANCE BUY-OUT PAYMENT FOR ACTIVE AND RETIRED DEPUTIES**

The County contends that for any buy-out increase to be feasible, there must be a way for them to cover the costs of existing insurance opt-outs and any new opt-outs at a higher rate. The effect of implementation of this proposal must be one in which the County does not add to its health insurance costs. They state that to be able to increase the buy-out amount, a threshold/trigger number of those opting out would be required in order to justify the expansion of the opt-out amount with no increased insurance costs to the County. The Fact Finder requested data regarding this point and, to this end, the County provided the following threshold/trigger analysis for a viable opt-out program:

1. Currently 57 unit members do not carry insurance (23 CAT1, 34 CAT2)



2. If all CATs become eligible for a \$5,000 buy-out, the threshold/trigger number of those needed to opt-out would be 95. If this number was not met then CAT1 would remain at \$2,500 and CAT2 would remain at \$0.
3. If all CATs become eligible for the \$3,000 buy-out, the threshold/trigger number of those needed to opt-out would be 73. If this number was not met then CAT1 would remain at \$2,500 and CAT2 would remain at \$0.
4. If all CATs become eligible for the \$2,500 buy-out, the threshold/trigger number of those needed to opt-out would be 69. If this number was not met then CAT1 would remain at \$2,500 and CAT2 would remain at \$0.

The County also indicated that it would be agreeable to expanding the buy-out to retirement so long as the threshold/trigger number is future retirees retiring after the ratification of the successor agreement and effective date of the opt-out provision.

The Union proposes the increase to the \$5,000 figure for insurance opt-outs for all employees and not just opt-out possibilities open only to pre-2006 hires. Considering that expanding the buy-out to all employees and that the \$5,000 buy-out figure is less than the cost of the insurance for a single program and substantially less than the cost for a family plan, the County should easily realize a net gain by expanding such a program. Not only would this be a cost savings to the County it would be an incentive to more unit members to exercise the opt-out provision. The Union agrees that if necessary to make this viable, there would have to be a certain number of employees selecting the opt-out in order for it to work. The Union is amenable to exploring the expansion depending on a review of the threshold/trigger numbers that would be required to make it net zero or profitable for the County to do so.

#### **ISSUE #4: CONTRIBUTIONS FOR RETIREES IN CATEGORY 1**

The County agrees that the issue of what contribution rate CAT1 employees who retire with less than 20 years will pay needs clarification. The County indicates that this issue would only impact CAT1 employees as the other CATs are predicated on having 10 years of service required. The County found that there are 9 individuals who would fit into this

concern expressed by the Union and that it appears that the Union issue is based on these individuals' age and years of service when they reach normal retirement at age 62. The County indicated that they would be willing to consider a clarification to address the few CAT1 individuals affected by this situation as follows:

1. Those with 15 years will earn an 80% benefit
2. Those with 10 years will earn a 75% benefit
3. However, this adjustment by the County is conditional on the acceptance and inclusion of the TSA language regarding CAT3 employees paying an additional 1% for health care for each year under age 60.

The Union indicated that the overall language for this whole section (CATs 1, 2 & 3 and All CATS) was generally acceptable except for two issues. The Union indicated that it does not have issues with the retiree contribution rates agreed on in the TSA for CAT1 (hired prior to September 1, 2006) except in the limited circumstances where a unit member may retire with more than 10 but less than 20 years of Retirement System credited service. The Union concern is that the language in the TSA might be construed as providing no retiree healthcare benefit at all for a retiree with less than 20 years of credited service. The Union proposes that that CAT1 retirees with between 10 and 20 years of credited service receive 85% of the insurance premium paid for by the County. The Union does object to the creation of a new CAT3 for new hires who would be required not only to pay what current employees in CAT2 pay but also pay an additional penalty of 1% of the insurance premium for every year the employee is under the age of 60 at the time of their retirement. The addition of an age-based penalty is unnecessary and counter to the purpose of the 25-year retirement plan. The Union proposes that CAT2 be defined solely to employees hired after September 1, 2006 and that CAT3 be eliminated

**ISSUE #5: 1% PENALTY FOR RETIREES IN CATEGORY 3**

See the conditional element affecting this issue in the CAT1 position of the County above. Additionally, the County feels that the 80/20 insurance cost split for new hires is still very favorable for those employees considering that comparable data shows that a number of

counties have eliminated retiree health insurance for their new hires. Also, the County argues it has agreed (in the TSA language) that there would be no change in retiree benefits to CAT2 employees and is not calling for a reduction of benefits for that group.

The Union is opposed to the 1% penalty for new hires retiring under the age of 60 because new hires would already be paying 20% toward health insurance premiums and the 1% penalty for retirees under age 60 would be a double hit on new hires and not saleable to the membership.

#### **ISSUE #6: ESCAPE CLAUSE MODIFICATIONS**

This provision would need adjustment to match the new settlement date. The Union agrees that the dates should be modified to allow sufficient time for members to retire and leave under the existing retiree healthcare benefit to be able to conform to the contemplated six (6) month window.

### **DISCUSSION & RECOMMENDATIONS**

Each of the issues presented above will be discussed in turn and the Fact Finder's Recommendation(s) will follow that discussion. The recommendations are based on the documentation presented by the Parties, joint and several, the rationales presented at the Fact-Finding hearing regarding each Party's position on the issues presented and review of the arguments and data presented in the Parties' pre- and post-hearing briefs.

As the Immortal Bard once said, there has been a great throwing about of brains on the matter of finger-pointing and laying blame for which Party was responsible for the delays, unreasonableness, stagnation, impasse and time lapse in coming to an agreement. Because the Parties have agreed that the August TSA should be the basis for the instant Fact-Finding process, this Fact Finder will limit the analysis to the central point of the TSA, will not address such topics of blame and would only point out and that the energy put

into such mutual accusations might have been better applied to work on the difficult issues facing both Parties.

**GENERAL RECOMMENDATION:**

1. That the Parties continue to utilize the August 10, 2017 Tentative Settlement Agreement as a basis for further discussion leading to a successor agreement; utilizing it to move forward to resolution rather than regressing in the negotiations process.

**ISSUE #1: WAGES**

The August 10, 2017 Tentative Settlement Agreement language<sup>4</sup> on this issue contained the following in sum and substance:

- 2017: Effective October 1, 2017, all steps on the 2012 salary schedule shall be increased by \$650.  
Effective October 1, 2017, the 2012 salary schedule (as modified above) shall be increased by 1.25%
  - 2018: Effective January 1, 2018, the 2017 salary schedule shall be increased by 1.5%
  - 2019: Effective January 1, 2019, the 2018 salary schedule shall be increased by 1.5%
  - 2020: Effective January 1, 2020, the 2019 salary schedule shall be increased by 1.5%
  - 2021: Effective January 1, 2021, the 2020 salary schedule shall be increased by 2.0%
  - 2022: Effective January 1, 2022, the 2021 salary schedule shall be increased by 2.0%
- N.B.: Increases above shall not apply to the Entry Level

**DISCUSSION:**

There are several problematic aspects impinging on the matter of wages. The first is the longstanding record of the County in not negotiating retroactive pay. While it is understandable that the Union would seek retroactive pay for the 4+ years spent without

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<sup>4</sup> Reference to the August 10, 2017 Tentative Settlement Agreement language is stated throughout in summary and general form.

a successor agreement in place, the Fact Finder is not persuaded that conditions exist that would warrant recommending a break with the non-retroactive payment history between the Parties. Further, the County has made it clear that retroactivity is not something that they will agree to and, by itself, constitutes a deal breaker. Considering how far the Parties have come and the reduced number of issues resultant therefrom, wage adjustments should be considered prospectively. The second matter is the fiscal state of the County given lost revenues from the last two recessions, the State tax cap restrictions and the inability of the County to change the distribution percentages of County sales tax distributions. While the Union may consider comparables from regional counties irrelevant, the relative wage position of the Union places them in the upper range of compensation. They are not in a position of disadvantage in this regard such that more substantial “catch up” wage increases are warranted. The proposed increases and implementation dates for wage adjustments in the August TSA may not be ideal but neither is the economic reality.

**RECOMMENDATION:**

1. It is recommended that the Parties adopt the language and effective dates contained in the August TSA language above regarding wages.

**ISSUE #2: ACTIVE DUTY HEALTH INSURANCE CONTRIBUTION**

The August 10, 2017 Tentative Settlement Agreement language on this issue contained the following in sum and substance:

- A. Effective October 1, 2017, all employees already on payroll shall pay \$55 single and \$140 family type coverage per pay period toward the cost of the Blue Point 2 Value 2 plan. [N.B., Value 2 as a \$10/\$30/\$50 Rx benefit. All other benefits are identical to Value]. Employees hired on or after October 1, 2017 shall pay 20% of Blue Point 2 Value 2.
- B. Add: “The County reserves the right to develop and implement a high-deductible alternative to the Blue Point 2 Value 2 plan as a voluntary option for employees”.

- C. County shall increase buy-out set forth in 22.1.6 to \$5000<sup>5</sup>.
- D. Eliminate Healthy Blue PPO and Healthy Blue HAS.

**Discussion:**

Employees have had a flat rate contribution to health insurance contributions that is quite unique given the vast majority of organizational programs that have been at or either moved to a percentage of premiums model. With health care costs continuing to grow with no end in sight, insurance costs continue to draw resources away from other wants and needs. The flat rate system affords the Union membership with a contribution rate that annually becomes proportionately less and less compared to the rising cost of health insurance programs. It is reasonable that if the Parties wish to maintain the flat rate system that an adjustment in the amount of the flat rate contribution per pay period is justified. The August TSA called for \$55 and \$140 payments per pay period but the Union came back indicating that while the single plan payment is acceptable, the family plan payment jump to \$140 dollars is too much and that any such flat rate adjustments should be phased in to lessen the financial impact on CAT1 employees. Considering the previous 5 years where the flat rates have not increased while insurance costs have significantly risen, the argument for a phase-in is not compelling. It might be more palatable to adjust the amounts of both rates toward each other to moderate the increase while at the same time accomplishing financial needs.

A voluntary high-deductible alternative program is an approach utilized by many organizations to offer a lower insurance rate to those employees who might benefit from lower rates and higher deductibles given their personal and medical situations. There is no reason not to explore this option.

**RECOMMENDATION:**

1. It is recommended that the Parties adopt the August TSA provisions on this issue with the following modifications:

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<sup>5</sup> Addressed in Issue #3: Buy-Out

- Item A: Adjust flat rate contribution figures to sixty dollars (\$60) for single plans and one hundred twenty dollars (\$120) for family plans with said payments to begin upon ratification of the successor agreement. All other provisions of this item to be implemented including the provision that all new hires after October 1, 2017 shall pay 20% toward the cost of their health insurance premium.
- Item B: Adopt the language in the August TSA regarding the right of the County to create a voluntary option of a high-deductibility alternative to the Blue Point 2 Value 2 plan.
- Item C: *See buy-out recommendation below.*
- Item D: Adopt the proposal to eliminate the Healthy Blue PPO and Healthy Blue HAS plans

**ISSUE #3: INSURANCE BUY-OUT PAYMENT FOR ACTIVE AND RETIRED DEPUTIES**

The August 10, 2017 Tentative Settlement Agreement language on this issue contained the following in sum and substance:

- C. County shall increase buy-out set forth in 22.1.6 to \$5000.

**Discussion:**

Insurance buy-outs are often utilized to reduce overall health insurance costs by paying employees a certain sum of money to opt out of the insurance program offered by an organization where such buy-outs reduce the costs to the organization compared to paying the full premium in carrying that employee on the policy. The Parties already have a buy-out provision between them and are exploring the benefits of increasing the buy-out amount to incentivize more employees to exercise that option. The County concern about obtaining sufficient numbers of individuals to make the program viable at no additional cost to the County is understandable and the County generated some data to calculate the number of employees that would have to opt out before the program could be implemented. However, if the County is “buying out” someone with funds less than

what the County would have to pay for that insurance plan for that individual, it would raise questions why each buy-out would not, in and of itself, accomplish a savings for the County. The Parties did not present data and argument on the analytical component during the Fact-Finding but the Parties should carefully work the numbers to confirm what the threshold/trigger numbers are and how the Parties arrived at those numbers. The County proposed language for three levels of buy-out (\$5,000, \$3,000 and \$2,500 open to all CATs) and that language (*supra* at pp. 6 & 7) is worth the Parties exploring.

**RECOMMENDATION:**

1. It is recommended that the Parties adopt the provision of the August TSA for increasing the insurance buy-out to \$5,000 with the following understandings:
  - a. That any such buy-out increase result in no additional costs to the County by its implementation.
  - b. That the increased buy-out be implemented once a threshold/trigger number of employees opting for the buy-out can be determined to guarantee letter “a” above.
  - c. That the Parties review and recalculate required numbers in the analysis offered by the County to determine the various levels of threshold/trigger numbers needed for implementation of various levels of buy-out (*supra* at pp. 6 & 7) to guarantee letters “a” and “b” above.
  - d. That failure of the Parties to encourage sufficient numbers of employees to meet the necessary threshold/triggers, will revert the buy-out provision to the *status quo ante* of the current bargaining agreement levels and application.
  - e. That the Parties should explore expanding buy-out to retirements as long as it adheres to the elements found in “a”, “b” and “c” above.



**ISSUE #4: CONTRIBUTIONS FOR RETIREES IN CATEGORY 1**

The August 10, 2017 Tentative Settlement Agreement language on this issue contained the following in sum and substance:

**CAT 1: Employees hired Pre 9-1-06**

- For retirees whose years of service total 30 years or more based upon the New York State Retirement Calculation of credited service, the County shall pay 100% of the cost of coverage.
- For retirees whose years of service total 25 years but less than 30 based upon the New York State Retirement Calculation of credited service, the County shall pay 95% of the cost of coverage.
- For retirees whose years of service total 20 years but less than 25 based upon the New York State Retirement Calculation of credited service, the County shall pay 90% of the cost of coverage.

**CAT 2: Employees hired 9-1-06 to 8-1-17**

- No change to language. Retiree pays the same contribution rate applicable for active employees hired between 9-1-06 and 8-1-17.

**ALL CATS:**

- A. To qualify for retiree health insurance coverage, the individual must have ten (10) years of continuous full-time service with MCSO Jail and/or Civil Bureau immediately preceding the date of retirement, and must be drawing a pension from the New York State Retirement System or drawing a pension under Social Security.
- B. A deputy who qualifies for and receives a disability retirement under the New York State Retirement System, and has less than twenty-five (25) years of credited service with the County, but at least twelve (12) months, will be treated as if the deputy has twenty-five (25) years of service.
- C. The buy-out option provided to active employees shall be extended to pre-Medicare retirees.
- D. The surviving spouse of a retiree at the time of retirement will continue to receive health insurance coverage until Medicare eligibility or remarriage.

**DISCUSSION:**

The Union is in general agreement with the August TSA language on this issue but raised the concern over individuals retiring with less than 20 years of credited service and what contribution rate for them would be. The County did not object to consideration of this matter and suggested language to address this concern (*supra* at pp. 7 & 8) even though this Union concern impacts only a very few members. The County's proposal, however, is conditional on adoption of its CAT3 proposal (discussed below in Issue #5) and constitutes a *quid pro quo* proposal.

**RECOMMENDATION:**

1. It is recommended that the Parties adopt the language of the August TSA relative to CAT1, CAT2 and ALL CATS (CAT3 is discussed below in Issue #5).
2. It is further recommended that the following language be added to the August TSA CAT1 provisions relative to employees who retire with less than 20 years of credited service:
  - a. Those who retire with 15 years of credited service but less than 20 years shall earn an 80% insurance benefit.
  - b. Those who retire with 10 years of credited service but less than 15 years shall earn a 75% insurance benefit.

**ISSUE #5: 1% PENALTY FOR RETIREES IN CATEGORY 3**

The August 10, 2017 Tentative Settlement Agreement language on this issue contained the following in sum and substance:

- CAT 3: Employees hired on and after 8-1-17
- Same as CAT 2 but retirees will contribute an additional 1% towards health care for each year under age 60.

**Discussion:**

The Union objects to the inclusion of CAT3 language indicating that new hires would already have to contribute 20% toward health premiums and the imposition of the additional 1% per year for retirements under the age of 60 is a double hit that is not warranted. This is a new concept not applied to CAT1 or CAT2 but only to new hires. As such, it is not a diminution of benefits to existing employees. Additionally, the County detailed that under a 25-year retirement plan, most employees can retire around age 49 or 50 and the County has to carry to costs of whatever level of contribution the County had for the person at the time of retirement while the individual can go out and continue gainful employment elsewhere. The County's concern on this point cannot be dismissed out of hand. It must also be noted that neither Party presented information nor documentation on what this so-called "25-year retirement plan" was nor the understandings between the Parties on its expected or agreed upon impact on retirement and benefits. "Early" retirements such as this do carry through the financial burden on the County. Inclusion of this provision applies only to new hires and would add approximately 10% more to the insurance contribution percentage at a time when many organizations are offering no such benefits or much more drastically reduced benefits to new hires. Further, the County made this proposal conditional in its willingness to address the Union concern over the small handful of existing employees who would retire with less than 20 years of credited service. The *quid pro quo* element here is not unreasonable.

**RECOMMENDATION:**

1. It is recommended that the Parties adopt the language of the August TSA relative to CAT3 employees and the requirement to pay an additional 1% towards health care for each year under age 60.

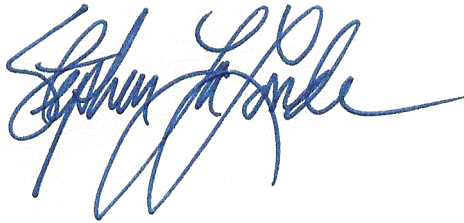
**ISSUE #6: ESCAPE CLAUSE MODIFICATIONS****RECOMMENDATION:**

1. It is recommended that the Parties make the necessary adjustments in this provision to match the new settlement date of the successor agreement and allow for the six (6) month window for members to retire to leave under the existing retiree healthcare benefit.

\* \* \*

### **AFFIRMATION**

I affirm on my oath that I am the individual described herein and that the foregoing is my Fact-Finding Report and Recommendations in the above captioned matter.



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Stephen P. LaLonde  
Impartial Fact Finder

Dated: December 20, 2017