



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Tompkins County and Tompkins County Sheriffs Department Employees Union (2004)**

Employer Name: **Tompkins County**

Union: **Tompkins County Sheriffs Department Employees Union**

Effective Date: **03/01/04**

Expiration Date: **02/28/06**

PERB ID Number: **7111**

Unit Size: **41**

Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Dep/7111

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Fact Finding Between:

TOMPKINS COUNTY & SHERIFF OF TOMPKINS
COUNTY,

PERB CASE NO.
IA2005-011; M2004-335

-And-

EMPLOYEES UNION OF TOMPKINS
COUNTY SHERIFFS DEPARTMENT

3/1/04 - 2/28/06

OPINION & AWARD

BEFORE:

PUBLIC PANEL MEMBER AND CHAIRPERSON

Dennis J. Campagna, Esq.
Public Panel Member and Chairperson
9120 Michael Douglas Drive
Clarence Center, N.Y. 14032-9278

EMPLOYEE ORGANIZATION PANEL MEMBER

Anthony V. Solfaro
Employee Organization Panel Member President
NYS Union of Police Associations, Inc.
1 Spring Square Business Park
Newburgh, N.Y. 12550

EMPLOYER PANEL MEMBER

Paul S. Mayo
Public Employer Panel Member
Labor Relations Consultant
265 Beckwith Road
Pine City, N.Y. 14871

RECEIVED

OCT 30 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APPEARANCES:

FOR THE EMPLOYER

~~Ransom P. Reynolds, Jr., Esq.~~

Davidson & O'Mara, P.C.

243 Lake Street

Elmira, NY 14901-3192

FOR THE ASSOCIATION

John K. Grant, Esq.

1 Spring Square Business Park

Newburgh, NY 12550

BACKGROUND

A. Tompkins County

Tompkins County, with its County Seat located in the City of Ithaca, is situated in the eastern region of the Southern Tier in upstate New York's Central Finger Lakes Region, approximately 50 miles southwest of the City of Syracuse and approximately 25 miles southwest of the City of Cortland. The City of Elmira is located approximately 35 miles southwest and the City of Binghamton 50 miles southeast. The land area of the County is 491 square miles. As of the most recent U.S. census taken in the year 2000, Tompkins County had a population of 66,164.

Tompkins County is bordered by Chemung County to the South, Steuben and Yates Counties to the West, Cortland and Onondaga Counties to the North and Chenango and Delaware Counties to the East.

The Tompkins County Sheriffs Department consists of three parts: Law Enforcement, also known as the Road Patrol, the Civil Division and Corrections. The Employees Union of Tompkins County Sheriffs Department, ("Union") consists of 41 bargaining unit members – 36 of whom are members of the Road Patrol and 5 of whom are non-law enforcement (Civil) personnel. The 5 Civil Employees occupy the positions of Keyboard Specialist, Sheriff Clerk/Secretary, Civil Account Clerk and Senior Account Clerk. Economic issues for members of the Road Patrol for a period beginning July 1, 2004 are addressed in this Interest Arbitration proceeding. Economic and Non-Economic issues for the 5 civil personnel and non-economic issues for the 36 Road Patrol Deputies were addressed in a separate Fact Finding report issued on July 7, 2007, and the recommendations made therein have been accepted, as amended, by the Employer. Accordingly, this Opinion and Award will address the unresolved economic issues pertaining to the 36 Road Patrol Deputies.

B. Bargaining History as it Pertains to the Road Patrol Deputies

Tompkins County ("County") and the Employees Union of Tompkins County Sheriffs Department ("Union") are parties to a collective bargaining agreement with effective dates March 1, 2001 through February 28, 2004. ("Contract") Negotiations for a successor Contract began on or about February 10, 2004. Subsequent to this initial meeting, the parties engaged in three additional bargaining sessions held on March 11, 2004, May 5, 2004 and June 7, 2004.

On February 18, 2005, Anthony Solfaro, President of the N.Y.S. Union of Police Associations, Inc. filed a declaration of impasse following a series of four bi-lateral negotiation sessions noted above. On August 30, 2005, following unsuccessful mediation attempts, Paul Mayo, Labor Relations Consultant for the County filed a request with the PERB that the impasse be moved to Fact Finding. By letter dated October 19, 2005, the undersigned was appointed by PERB as Fact Finder.

A hearing was held on February 10, 2006 in Tompkins County, at which time the parties presented financial and comparability data relating to the County's ability to pay in support of their respective positions.

C. The Outstanding Issues

UNION'S PROPOSED ISSUES

1. Duration — 2 years/24 months (3/1/04 - 2/28/06)

2. Compensation:

An increase to the existing base wage schedules of 4.5% in each of the two years covered by this Award, with retroactivity paid to any employee who worked during the expired Agreement.

- a. Overtime Compensation: To include all longevity, Tour of Duty/Shift Premium and all paid leave (i.e. vacation, holiday, personal leave, disability leave, GML 207-c, "etc.") into the calculation of overtime, and for all Deputy Sheriff's to be paid overtime for all travel time for attending the required basic academy.
- b. Increase in the Tour of Duty/Shift Premium amounts as follows: Effective 3/1/04: \$1.50/hour, and Effective 3/1/05: \$2.00/hour. The Union also proposed that the Tour of Duty/Shift Premium be paid to any employee who is scheduled to work a tour of duty/shift and is on paid leave (i.e., vacation, holiday, personal leave, disability leave, GML 207-c, "etc.").
- c. Increase the Investigator On-Call Pay as follows: Effective 3/1/04: \$2.00/hour or any part thereof; Effective 3/1/05: \$2.50/hour or any part thereof.
- d. Longevity: The Union proposes the following Longevity Schedule:

| YEARS OF SERVICE | EFFECTIVE 3/1/04 | EFFECTIVE 3/1/05 |
|---|-------------------------|-------------------------|
| Starting 6 th through 9 th Year | \$250.00 | \$300.00 |
| Starting 10 th through 14 th Year | \$450.00 | \$500.00 |
| Starting 15 th through 19 th Year | \$625.00 | \$700.00 |
| Starting 20 th year and above | \$850.00 | \$900.00 |

- e. Clothing Allowance: The Union proposes an increase in the existing Clothing Allowance (Uniform and Cleaning Allowance) to \$300.00 effective March 1, 2004 and \$375.00 effective March 1, 2005.

3. Health Insurance — The Union proposes that the County provide to all employees and

eligible dependent(s) the N.Y.S. Health Insurance Plan with Core Plus Psychiatric Enhancements (the "Empire Plan") to replace the current Blue Cross/Blue Shield and accompanying Self Insured health insurance plan. The Union also proposed that the County provide, if available, a Health Maintenance Organization(s) (HMO), and to increase the existing VEBA amounts for employees hired on or before May 31, 2003 to \$500.00 effective 3/1/04.

4. **Health Coverage upon Retirement** – Effective March 1, 2004, an employee who retires shall be provided with individual and/or dependent health insurance coverage with the County contributing 50% of the individual premium cost, and an additional 35% of the difference between the individual and dependent (family) premium cost without returning any paid leave time. The Union also proposes additional contribution by the County based on a schedule taking into account the employee's return of unused Disability/Sick Leave, Personal Leave, Vacation, Holiday and/or Compensatory Time Accumulation at the time of retirement.
5. **Health Insurance upon Disability Retirement:** The Union proposes that effective 3/1/04, in the event a Deputy Sheriff is disabled and receives a disability retirement from the N.Y.S. Retirement System that the Employer pay 100% of the Individual or Dependent (Family) premium cost with returning any paid leave time as noted in (4) above. Any paid leave time that the affected employee has at the time of the granting of the disability retirement, shall be returned to the Employer.
6. **Benefits Under GML Section 207-c:** The Union proposes that any employee who is out on GML 207-c receive the following:
 - Health Insurance in the same manner as when he/she was working;
 - Annual Uniform and Maintenance allowance on a pro-rated basis;
 - Tour of Duty/Shift Premium pay as when working;
 - Permitted to accrue or be credited with all paid leaves (i.e., vacation, holiday, personal leave, "etc."), for a period of six (6) months in any calendar year.

COUNTY'S PROPOSED ISSUES

1. **Duration** – 3/1/04 – 2/28/06

2. **Compensation:** An increase to the existing base wage schedules of 0% effective March 1, 2004 and a 1% increase effective March 1, 2005.
3. **Health Insurance** — The County proposes that employee contribution toward health care premiums be established for all employees at 20%. The County also proposes the elimination of VEBA contributions. The County also proposes the creation of the following three-tier prescription-drug co-pay: \$5/\$15/\$25
4. **Health Coverage upon Retirement** — Status Quo (County Resolution No. 180 currently provides continued health care coverage for County retirees.)

POSITIONS AND AWARD

1. Statutory Mandate Under Section 209.4

In arriving at a just and reasonable determination of the matters in dispute, the Panel has carefully considered the following:

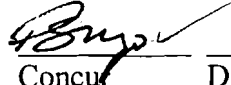

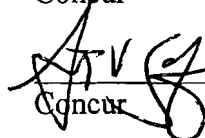
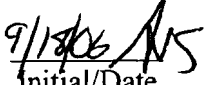
- a. Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. The interests and welfare of the public and the financial ability of the public employer to pay;
- c. Comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications' (5) job training and skills;
- d. The terms of 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.

2. Duration

The proposals set forth above aptly describe the parties' position. The County's proposed termination date is consistent with the end of its fiscal year.

While the parties worked diligently to reach an understanding on the parameters associated with a 21 month agreement, they were unable to do so. Accordingly, the Statue is clear, limiting the authority of this Panel to a term of no more than two years. Therefore, the term of this **AWARD** shall be from March 1, 2004 through February 28, 2006.

| | | |
|--|---------|---|
|  | _____ |  |
| Concur | Dissent | Initial/Date |
|  | _____ |  |
| Concur | Dissent | Initial/Date |

3. The Comparable Communities

The Statutory Criteria noted above requires that the Panel must compare wages and benefits of the Tompkins County Deputy Sheriffs with those 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." In this regard, while the Union suggests that the Tompkins Road Patrol Deputies are best compared with the City of Ithaca and Cayuga Heights, the County suggests that the best comparisons are among "contiguous counties of Cayuga, Chemung, Cortland, Genesee, Livingston and Ontario Counties." In making a just and fair decision, the Panel finds guidance in its decision and award involving comparability that it determined that the statutory criteria of "comparable communities" in the statute should be interpreted by arbitration panel as encompassing those

similar communities in close geographic proximity, i.e., municipalities in the same county that is what this panel will consider.

Given the foregoing, while the parties differ on their choice of comparable communities, this Panel has determined that the communities of Chemung County lying southwest of Tompkins County, Cortland County lying east of Tompkins County, Cayuga County to the north of Tompkins County, the City of Ithaca, Cayuga Heights and the Village of Horseheads, each residing within the boundaries of Tompkins, Cayuga and Chemung Counties respectively represent a listing of just and fair comparables. In reviewing this list, it is important to note that the Deputy Sheriffs at issue in this proceeding took the same civil service examination, have identical job descriptions, and experience the same hazards of employment as their counterparts in the comparables listed.

4. Compensation

a. Schedule Increases:

The County's demand, as submitted in its Response to Petition for Compulsory Interest Arbitration, reflected 0% and 1% increase on March 1, 2005.

With respect to the **ability to pay**, the County noted that its agreement with the C.S.E.A. White Collar Unit included a schedule increase of 4.25% increase for 2004. With respect to the bargaining unit representing Tompkins County's Road Patrol Deputies, it is undisputed that a 1% increase, if extended to all members of the entire bargaining unit (including the five clerical employees) would cost the County approximately \$25,000. Assuming for the sake of discussion only that all 36 Road Patrol Deputies earned the same amount, a 1% increase afforded to each of the Road Patrol Deputies would cost the County approximately \$22,000, an increase it acknowledged it can afford. In addition, it is worth noting that it is the County's stated policy to maintain an unreserved fund balance of 5% for the purpose of funding unanticipated events, such as "pay raises" among other things. (See testimony of David Squires, the County's finance

director at Transcript at page 111). In this same general regard, the County's adopted budget for fiscal years 2005 and 2006 included a contingent fund of \$1,230,000 for each year. Accordingly, while neither party to this proceeding could predict what the future would bring Tompkins County, the record evidence supports the conclusion that if prior performance is used as a guide to future performance, it is more likely than not that the County will maintain a respectful fiscally sound position at least through fiscal year 2007. Accordingly, while this Panel is mindful of the burden imposed on County residents by increased tax rates, the Award herein will be well within the County's ability to afford, and should not result in a further tax increase for the County.

With respect to the comparables noted above, a base wage comparison revealed the following comparisons for calendar year 2004: For the **Base Rate**, a low of \$25,256 (Cortland), to a high of \$42,045 (Tompkins County); for the **Five Year Rate**, a low of \$32,015 (Cayuga County), to a high of \$54,533 (City of Ithaca) [Tompkins County at \$48,043], and for the **Maximum Rate**, a low of \$32,015 (Cayuga County), to a high of \$59,197 (Cayuga Heights), [Tompkins County at \$48,043].

Finally, it is significant to this Panel that the County approved the Fact Finder's recommended increase of 4.25% to the Clerical Employees for a period beginning March 1, 2004, and approved a 3.5% increase for these employees for a period beginning March 1, 2005.

Therefore, following a careful review of the record evidence before us and applying the statutory criteria, the following is Awarded:

| | (4.25%) 3/1/04 <u>Hire/Work</u> | (4.25%) 3/1/05 <u>Hire/Work</u> |
|------------------------------|---------------------------------------|---------------------------------------|
| Deputy Sheriff Trainee | \$39,776/\$43,591 | \$41,466/\$45,444 |
| Deputy Sheriff | \$44,112/\$47,928 | \$45,987/\$49,965 |
| Deputy Sheriff Sergeant | \$53,375/\$57,992 | \$55,643/\$60,457 |
| Criminal Investigator | \$53,375/\$57,992 | \$55,643/\$60,457 |
| Juvenile Investigator | \$53,375/\$57,992 | \$55,643/\$60,457 |
| Lieutenant | \$58,713/\$63,791 | \$61,208/\$66,502 |
| Senior Criminal Investigator | \$58,713/\$63,791 | \$61,208/\$66,502 |

Said amounts noted above shall be **fully retroactive** to all Deputy Sheriffs who are or were employed by the County during the term noted above, and shall be paid within 30 (calendar) days following the execution of this Award by the Panel Chairman.

| | | |
|--------------------|--------------------|----------------|
| _____ | <i>[Signature]</i> | <i>9/14/06</i> |
| Concur | Dissent | Initial/Date |
| <i>[Signature]</i> | _____ | <i>9/18/06</i> |
| Concur | Dissent | Initial/Date |

b. Overtime Compensation

In support of its position in this matter, the Union notes that the Deputy Sheriffs in Tompkins County experience a single rate of pay once beyond their probationary period, and accordingly, lack a "step program" of the sort enjoyed by comparable communities.

Respectfully, the foregoing does not persuade the Panel that the Union's Overtime Compensation proposals should be adopted. In support of this position, there is no showing that the type of inclusion sought here has been adopted by the comparable communities listed. Therefore, following a careful review of the record evidence before us, and applying the statutory criteria, the demand is denied:

| | | |
|--------------------|--------------------|----------------|
| <i>[Signature]</i> | _____ | <i>9/14/06</i> |
| Concur | Dissent | Initial/Date |
| _____ | <i>[Signature]</i> | <i>9/18/06</i> |
| Concur | Dissent | Initial/Date |


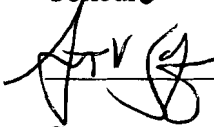
c. Tour of Duty/Shift Premium

In support of its position, the Union notes that both the City of Ithaca and Cayuga Heights provide a shift differential "at a level above that provided to members here in Tompkins

County." The County noted. that it could not discern the Shift premium granted in Cayuga, Chemung or Cortland Counties, and has not objected to a \$0.10 increase in each of the two years associated with this award. Therefore, following a careful review of the record evidence before us, and applying a statutory criteria, the following is Awarded:

| | |
|---------------|---------------|
| (+\$.10/hr) | (+\$.10/hr) |
| <u>3/1/04</u> | <u>3/1/05</u> |
| \$1.00/hr | \$1.10/hr |

Said amounts noted above shall be **fully** retroactive to all Deputy Sheriffs who are or were employed by the County during the term noted above, and shall be paid within 30 (calendar) days following the execution of this Award by the Panel Chairman.

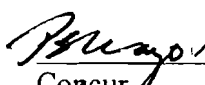
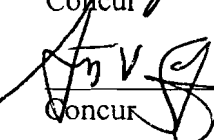
| | | |
|---|---------|--------------------|
|  | _____ | <u>9/14/06 PM</u> |
| Concur | Dissent | Initial/Date |
|  | _____ | <u>9/18/06 NIS</u> |
| Concur | Dissent | Initial/Date |

d. Investigator On-Call Pay

For the reasons noted and discussed in (c) above an increase of \$0.10/hr is Awarded as follows:

| | |
|---------------|---------------|
| (+.10/hr) | (+.10/hr) |
| <u>3/1/04</u> | <u>3/1/05</u> |
| \$1.45/hr | \$1.55/hr |

Said amounts noted above shall be fully retroactive to all Deputy Sheriffs who are or were employed by the County during the terms noted, and shall be paid within 30 (calendar)-days following the execution of this Award by the Panel Chairman.

| | | |
|--|---------|--------------------|
|  | _____ | <u>9/14/06 PM</u> |
| Concur | Dissent | Initial/Date |
|  | _____ | <u>9/18/06 NIS</u> |
| Concur | Dissent | Initial/Date |

e. Longevity Pay

In support of its proposal for an expanded Longevity Schedule, the Union notes that unlike Deputy Sheriffs employed in comparable communities, Tompkins County Deputy Sheriffs do not have a multiple step salary schedule. Accordingly, there are no step increases beyond the current "hire rate" and "working rate." -Moreover, the Union notes that the structure of the Longevity Schedule it has proposed is similar in type and scope to that enjoyed by Deputy Sheriffs employed comparable communities. On the home front, it is also significant to note that the White Collar members of the bargaining unit represented by the C.S.E.A. are afforded Longevity increments for the years 10-14 years of service, 15-19 years of service, 20-24 years of service and for 25 or more years of service of \$400, \$450, \$500 and \$550 respectively for fiscal year 2004. In addition, the County has accepted this Fact Finder's recommendations to adopt and implement a similar schedule for the Clerical employees who are part of the Union's bargaining unit. Therefore, following a careful review of the record evidence before us, and applying the statutory criteria, the following is Awarded:

| Years of Service ¹ | 3/1/04 | 3/1/05 |
|---|----------|----------|
| Start 9 th - 11 th | \$425.00 | \$450.00 |
| Start 12 th - 14 th | \$625.00 | \$650.00 |
| Start 15 th - 17 th | \$700.00 | \$720.00 |
| Start 18 th and above | \$900.00 | \$920.00 |

Said amounts noted below shall be **fully retroactive** to all Deputy Sheriff's who are or were employed by the County during the term noted above, and shall be paid within 30 (calendar) days following the execution of this Award by the Panel Chairman.

| | | |
|--------------------|--------------------|----------------|
| _____ | <i>[Signature]</i> | <i>9/14/04</i> |
| Concur | Dissent | Initial/Date |
| <i>[Signature]</i> | _____ | <i>9/18/06</i> |
| Concur | Dissent | Initial/Date |

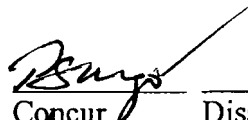
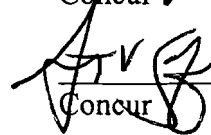
¹ Payable in the pay period of the employee's anniversary date.

f. Clothing Allowance:

A review of the comparable communities reveals a more generous stipend is accorded uniformed personnel than that provided by Tompkins County. For example, Chemung County grants its uniformed officers \$700 yearly, Cortland County grants \$900 yearly, the City of Ithaca grants a yearly uniform/maintenance allowance of \$950 that can accumulate to a maximum of \$1200. Therefore, following a careful review of the record evidence before us, and applying the statutory criteria, the following is Awarded:

| | | |
|----------------|---------------|---------------|
| | (+25.00) | (+50.00) |
| | <u>3/1/04</u> | <u>3/1/05</u> |
| | \$275.00 | \$325.00 |
| Upon Promotion | +175.00 | +225.00 |

Said amounts noted above shall be **fully retroactive** to all Deputy Sheriffs are or who were employed by the County during the term noted above, and shall be paid within 30 calendar days following the execution of this Award by the Panel Chairman.

| | | |
|--|---------|----------------|
|  | _____ | <u>9/14/06</u> |
| Concur | Dissent | Initial/Date |
|  | _____ | <u>9/18/06</u> |
| Concur | Dissent | Initial/Date |

5. Health Insurance


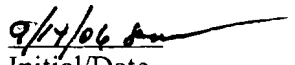
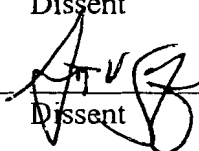
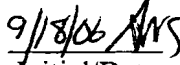
The Union proposes the replacement of the current Blue Cross/Blue Shield self funded plan with the New York State Health Insurance Plan with Core Plus Psychiatric Enhancements, also known as the Empire Plan (as well as the addition of available HMOs), and also proposes that the plan be fully funded by the County. In support of its proposed change, the Union notes that entry into the Empire Plan will insure a long-term stability to premium rates that the current County plan cannot guarantee. Moreover, the Union notes that the Empire Plan is fully portable thereby allowing employees (as well as retirees) the broadest and best access to coverage regardless of geographical location. The County proposes that the current plan remain status quo with one

change — that the drug co-pay be changed from its current two-tier system to the following three-tier system: \$5/\$15/\$30. The County also proposes that all employees contribute 20% toward the cost of their health insurance coverage. Currently, those employees hired before June 1, 2003 pay 15% of their premium costs, and those employees hired on or after June 1, 2003 pay 20% of their premium costs. The County maintains that its proposal is cost effective, permitting it to offer excellent benefits while saving some money in the process.

DISCUSSION


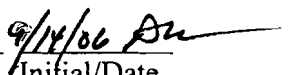
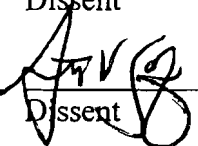
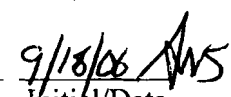
Over recent years, few items have experienced such dramatic increases as the rise in costs associated with health care. In 1960 the United States spent approximately 5.2% of the Gross Domestic Product ("GDP") on health care, and by 2004, that percentage rose to 16%. Health Care premium increases have risen substantially faster than the Cost of Living, peaking in 2002 with an average national increase of 13.7%. For the years 2004-2005, premiums rose nationally by approximately 8.8%. Currently, the average cost of a family plan is approximately \$10,000, and the current cost of the County's family plan is approximately \$11,000.

Given the foregoing summary, putting aside the proposal for available HMO coverage, the Union's proposal would increase the annual cost of providing single coverage from its current cost of \$5868 to \$6574, an increase of about 12%. While no one denies the outstanding benefits afforded by the Empire Plan, the Union has not demonstrated that the current plan offered by the County has in some fashion fallen short of providing quality health care coverage and benefits to its members. -At this time, there is no justification for changing to a more expensive plan. Therefore, following a careful review of the record evidence before us, and applying the statutory criteria, the change to the Empire Plan, and access to a Health Maintenance Organization(s) (HMO(s)) is denied.

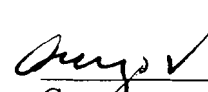
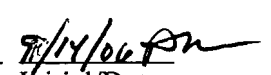

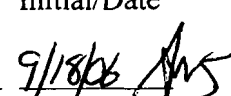
| | | |
|---|---|---|
|  | _____ |  |
| Concur | Dissent | Initial/Date |
| _____ |  |  |
| Concur | Dissent | Initial/Date |

The County's proposal to change to a three-tiered drug plan is appropriate, and will provide the County with some cost savings. However, the County's proposal that all employees pay 20% of the health insurance premium is not warranted. The County's proposal is out of line with other contracts in the comparable communities, and would quickly erase any salary increase granted in this Award. Nor is it warranted that the Union's proposal that the County pay 100% of the health insurance premium be Awarded, for this too is out of line with other comparable communities. Additionally, the County has, by date of hire, a group of employees contributing 20% of the health insurance premium, and no VEBA contribution as well. This two-tiered system is problematic and erodes the wages and benefits of that employee and needs to be eliminated. Therefore, following a careful review of the record evidence before us, and applying the criteria, the following is Awarded:


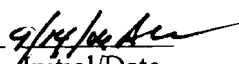

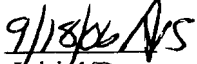
- That the current self-funded health plan administered by Blue Cross/Blue Shield remain status quo;

| | | |
|--|---|---|
|  | _____ |  |
| Concur | Dissent | Initial/Date |
| _____ |  |  |
| Concur | Dissent | Initial/Date |

- Effective on the date the Panel Chairperson executes this Award, those currently contributing 20% towards the health insurance premium shall contribute 15% towards the premium cost (Individual or Family), and be provided with a \$375.00 VEBA contribution as of 3/1/05, with the County paying 85% of the respective premium cost.

| | | |
|--|---------|---|
|  | _____ |  |
| Concur | Dissent | Initial/Date |
|  | _____ |  |
| Concur | Dissent | Initial/Date |

- That the Prescription-Drug Co-pay be changed to \$5/\$15/\$30 at the next available opportunity following the Panel Chairperson's execution of this Award.

| | | |
|--|---|---|
|  | _____ |  |
| Concur | Dissent | Initial/Date |
| _____ |  |  |
| Concur | Dissent | Initial/Date |

6. Health Insurance Upon Retirement

On or about September 9, 1963, the Tompkins County Legislature passed Resolution No. 180 that removed the County, and therefore its employees, from coverage under the Empire Plan. As *a quid -pro-quo* for employee consent in this regard, Resolution 180 assured that the Empire Plan's "50/35" coverage² would extend to retirees throughout the change to a new self-insured plan and beyond. And so it has been the County's policy to extend health insurance coverage to all of its retirees on a "50/35" basis since 1964. While the County has not expressed an immediate desire to remove itself from this obligation, it has made clear that given the escalating nature of health care costs, it reserves this right for the future. The Union has taken a strong position against the County's position, and proposes that Resolution 180 be added to the terms of its Contract, and further proposes that the contribution towards the health insurance premium be provided based on a schedule of the return of unused accumulated paid leave.

The Union's concern draws its essence from a 1998 N.Y.S. Court of Appeals decision in *Aeneas McDonald PBA, Inc., vs. Geneva*, 92 N.Y.2d 326, 680 N.Y.S.2d 887 (1998). In *Aeneas*, the Court held that notwithstanding the fact that municipalities like Tompkins County have provided certain health insurance benefits to retirees, they are not prohibited from reducing said benefits without first negotiating any such change(s) with the bargaining unit. Therefore, the parties are well aware that notwithstanding the good intentions behind Resolution 180, Tompkins County could unilaterally withdraw all such benefits since there is no continuing obligation to continue to provide the benefits that resulted from Resolution 180. Had the

² Under the Empire Plan, the County was required to contribute 50% of the individual's premium cost and an additional 35% of the difference between the individual and dependent (family) premium cost.

obligation to continue to provide the benefits that resulted from Resolution 180. Had the collective bargaining agreement between Tompkins County and the Employees' Union of The Tompkins County Sheriff's Department contained a provision that provided health insurance coverage for retirees, *Aeneas* would have no consequence since retirees, as third party beneficiaries of this CBA would be afforded protection. Accordingly, it is understandable that the Union's response to *Aeneas* was to propose that Resolution 180 be made part of its CBA.

The County asserts that Resolution 180 should not be added to the CBA because continuation of the current retiree health insurance obligation will place an onerous financial burden on the County. In support of this assertion, David Squires, the County's Finance Director, opined that incorporating retiree health benefits in the contract is a benefit that cannot reasonably be sustained by the County, primarily due to the escalating nature of the cost associated with providing health insurance. In this regard, the County estimates, based on an annual increase of 8% that the present value of its share of the health insurance burden is \$99,551.

Boiled down to its basic element, the Union seeks to continue a prevailing benefit, one they have continuously enjoyed since 1964 and is a benefit relied upon by the employees which provides, in part, the basis for reaching new collective bargaining agreements.–The Retiree Health Insurance Benefit provided by the comparable communities is as follows:

| COMPARABLE | BENEFIT OFFERED |
|------------------------------|---|
| CAYUGA | With 10 years of service, 100% individual coverage and 50/50 of dependent coverage. |
| CORTLAND | No retiree benefit specified in the CBA |
| CAYUGA | With 10 years of service, 100% individual coverage and 50% of dependent coverage |
| CITY OF ITHACA | Premiums paid through Retirement Fund Account created by unused sick leave. |
| CAYUGA HEIGHTS | Employer pays 75% of the premium costs associated with Individual or Family plans. |
| Village of HORSEHEADS | Village pays 50% of the cost associated with Individual or Family plans. |

Therefore, following a careful review of the record evidence, and applying the statutory criteria, the following is Awarded:

Effective March 1, 2004 and upon retirement, the County shall contribute 50% of the individual health insurance premium and an additional 50% of the difference between the individual and dependent (family) health insurance premium cost, without the return of any paid leave time.

| | | |
|--------------------|--------------------|--------------------|
| _____ | <i>[Signature]</i> | <i>[Signature]</i> |
| Concur | Dissent | Initial/Date |
| <i>[Signature]</i> | _____ | <i>[Signature]</i> |
| Concur | Dissent | Initial/Date |

7. Health Insurance Upon Disability Retirement

Following a careful review of the record evidence and applying the statutory criteria, as well as recognizing the hazards associated with the duties of a police officer, anyone injured in the line of duty that ultimately results in a disability retirement under the N.Y.S. Retirement System deserves to be afforded the right to continue the same health insurance coverage he/she had (Individual or dependent family) at the time prior to receiving a disability retirement, and to be fully funded by the County. Therefore, following a careful review of the record evidence, and applying the statutory criteria, the following is Awarded:

Effective March 1, 2004, any Deputy Sheriff who has sustained and injury or illness in the line of duty where such injury or illness results in a disability retirement by the N.Y.S. Retirement System, shall continue to receive the same health insurance coverage he/she received as an active employee (Individual or dependent family). The health insurance premium shall be fully funded by the County.

| | | |
|--------------------|--------------------|--------------------|
| _____ | <i>[Signature]</i> | <i>[Signature]</i> |
| Concur | Dissent | Initial/Date |
| <i>[Signature]</i> | _____ | <i>[Signature]</i> |
| Concur | Dissent | Initial/Date |

8. Voluntary Employee Benefits Account (VEBA)

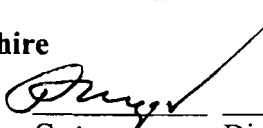
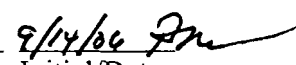
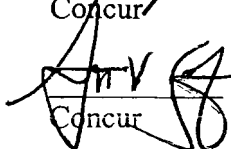
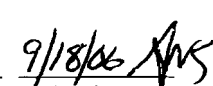
Under the current CBA, the County contributes \$375 per year into a IRS qualified Trust Fund for all employees hired before June 1, 2003. Those employees hired on or after June 1, 2003 are not eligible to participate in this Trust Fund, and accordingly, the County is not obligated to contribute monies on their behalf. The County seeks the elimination of this VEBA obligation. The Union, on the other hand, seeks an increase in the County's rate of contribution, from its current \$375 to \$500 effective March 1, 2004.

DISCUSSION

The current VEBA plan, as approved by the IRS, permits contributions only by the County, and permits qualified participants of the plan to use these monies for the reimbursement of out of pocket medical expenses incurred on behalf of the individual and/or his/her family. Qualified participants are those employed by the County prior to June 1, 2003. The Plan also permits "inactive participants", defined as individuals no longer working for the County, including retirees, to draw upon the full value of their accumulated benefits. Inactive participants are not permitted to receive annual contributions to the Plan by the County.

A VEBA account provides a way for eligible employees, and as future retirees to accumulate savings as a hedge against current as well as future expenditures associated with health insurance. Based on the Award regarding the cost of the health insurance premium and following a careful review of the record evidence, and applying the statutory criteria, the following is Awarded:

Effective March 1, 2005, the current level of contribution made by the County, shall remain at \$375 and that amount shall be provided to all eligible employees, regardless of date of hire

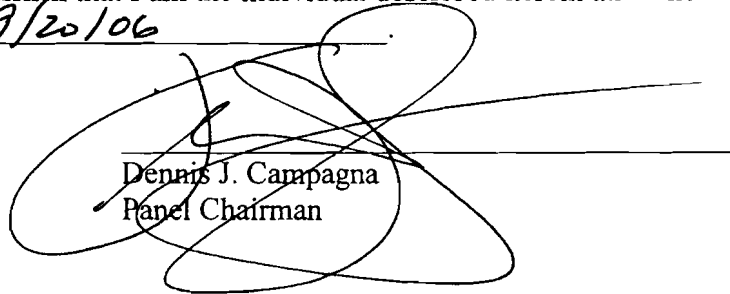
| | | |
|--|---------|---|
|  | _____ |  |
| Concur | Dissent | Initial/Date |
|  | _____ |  |
| Concur | Dissent | Initial/Date |

CONCLUSION

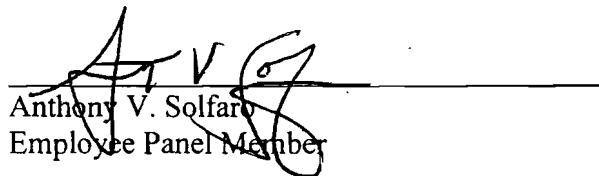
In conclusion, this Panel believes that the foregoing wage and benefit package awarded, represents a fair and reasonable adjustment to the terms and conditions of employment contained in the expired collective bargaining agreement, and is based on the record evidence, and application of the statutory criteria.

ACKNOWLEDGEMENTS

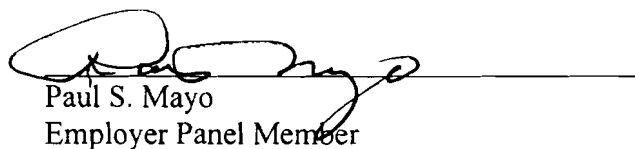
I, Dennis J. Campagna, do hereby affirm that I am the individual described herein and who executed the within award on 9/20/06.


Dennis J. Campagna
Panel Chairman

I, Anthony V. Solfaro, do hereby affirm that I am the individual described herein and who executed the within award on 9/18/06.


Anthony V. Solfaro
Employee Panel Member

I, Paul S. Mayo, do hereby affirm that I am the individual described herein and who executed the within award on 9/14/06.


Paul S. Mayo
Employer Panel Member

