

Tentative Settlement Agreement
between
Monroe County/Monroe County Sheriff's Office
and the
Monroe County Sheriff PBA, Inc.

The following terms are agreed upon by the negotiating teams for both parties, and constitute a tentative settlement which shall be submitted to the Union membership, the County Executive and the County Sheriff for ratification with the recommendation of the respective negotiating team members. If the settlement is ratified by the Union membership, the County Executive and the County Sheriff, it shall thereafter be submitted in a timely manner to the County Legislature for legislative approval. The County reserves the right to revise its positions on the issues and submit a comprehensive proposal to begin bargaining should this agreement not be ratified or approved. If this settlement is ratified by the parties and approved by the County Legislature, it shall create a new labor contract between the parties which shall be effective from January 1, 2017 through December 31, 2021. This agreement shall incorporate the terms of the contract which expired December 31, 2012, as modified by the Interest Arbitration Award of November 2015, except as that Interest Arbitration Award is modified by the terms below.

1. TERM

January 1, 2017 through December 31, 2021.

2. WAGES

Effective upon ratification of this agreement, the 2016 salary schedule will be increased by 1.5%.
Effective January 1, 2018, the 2017 salary schedule will be increased by 1.5%.
Effective January 1, 2019, the 2018 salary schedule will be increased by 1.5%.
Effective January 1, 2020, the 2019 salary schedule will be increased by 1.5%.
Effective January 1, 2021, the 2020 salary schedule will be increased by 1.5%.

3. HEALTH INSURANCE / ACTIVE EMPLOYEES

- A. Modify Paragraph 22.1.1(C) from the Award as follows: "Effective January 1, 2017, all employees shall pay twenty (20%) of the premium equivalent of the Excellus Blue Point 2 Value 2 plan as applicable to their family status."
- B. Revise 22.1.2 to replace \$2,500 to \$5,000 (Buyout for employees hired before January 1, 2006). [N.B. Value 2 has a \$10/\$30/\$50 Rx benefit. All other benefits are identical to Value]

4. RETIREE HEALTH INSURANCE

22.2.3

- 1. Employees who give notice of retirement on or before February 1, 2016, and retire on or before August 1, 2016, before attaining Medicare eligibility shall be entitled to retiree health-insurance coverage as provided in the parties' 2009-2012 Collective Bargaining Agreement.
- 2. All retirees covered by this section 22.2.3 shall receive benefits provided under this section with the following conditions:
 - a. The individual has ten (10) years of continuous full-time service with the MCSO Road Patrol immediately preceding the date of retirement.

- b. The individual is drawing a pension from the New York State retirement System or drawing a pension under Social Security.
- 3. Employees who retire on and after ratification of this agreement, before attaining Medicare eligibility, shall be entitled to retiree health-insurance coverage equivalent to the Blue Point 2 Value 2 Plan, or any alternative coverage as permitted under 22.1.3. The County's contribution to this coverage shall be as follows:
 - a. 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.
 - b. For retirees whose years of service total 25 years or more 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.
 - c. For retirees whose years of service total 20 or more 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.
- 4. If such retiree moves outside the Rochester managed care plan geographical coverage area, such retiree shall be entitled to a County contribution to an out-of-area health insurance carrier up to the dollar amount available to active employees hired on or after January 1, 2006.
- 5. A deputy who qualifies for and receives a disability retirement under the New York State Retirement System, and has less than twenty (20) years of credited service with the County, but at least eighteen (18) months, will be treated as if the deputy has twenty (20) years of service.
- 6. The spouse of a retiree at the time of retirement will continue to receive health-insurance coverage for forty-eight (48) months after the death of the retiree or Medicare eligibility.
- 7. The "buy out" option provided to active employees shall be extended to pre-Medicare retirees.
- 8. When a retiree attains Medicare eligibility, he or she by application may enroll in CMS-creditable Medicare supplement or advantage plan available through the County.

5. Article 4 – Union Rights

Update Union address in 4.6.3 to 170 Mount Read Boulevard, Rochester, NY 14611

6. Article 8 - Longevity

8.3.5 All employees covered by this agreement who have given twenty-five (25) years of continuous service based upon anniversary date shall have their hourly rate increased by eight and one-half percent (8.5%).

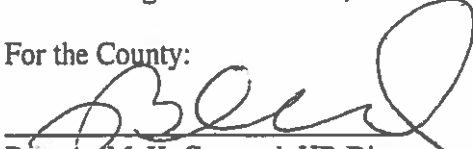
7. Article 8.5 – Roll Call Briefing Pay -Members will be paid \$78 (Deputy Sheriff Investigator Sergeants and Patrol sergeants) and \$50 (all other titles) per pay period for roll call.

8. Replace 37.1.4 to read: "The Union President will be granted full day release time on Mondays and Fridays."

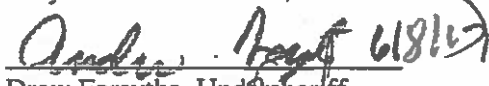
9. Litigation Withdrawal – The Union will withdraw with prejudice the following matters: (1) Case No. CA 17-00304/MC Index No. 2016-00907 (Interest Arbitration Decision Appeal); (2) PERB Case U-34946 (Release Time Improper Practice Charge); and (3) PERB Case U-34967 (Joint Terrorism Task Force Improper Practice Charge).

Date of Tentative Agreement: June 8, 2017

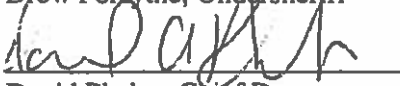
For the County:




Brayton McK. Connard, HR Director



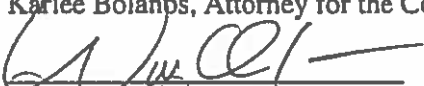
Drew Forsythe, Undersheriff




David Phelps, Chief Deputy




Karlee Bolaños, Attorney for the County



William Lowe, Attorney for the County




Christyn Musso, Attorney for the MCSO




Holly Moynihan, Attorney for the MCSO

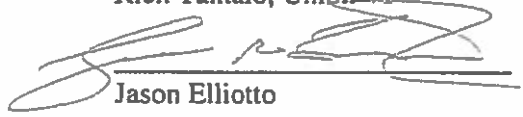
For the Union:




John Auberger, PBA President




Rich Tantaló, Union VP




Jason Elliotto




John Watson



Brian Dyfak



Keith Ball



Jules Smith, Union Attorney