

STATE OF NEW YORK

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In the Matter of Impasse Between:

GENESEE COUNTY DEPUTY SHERIFFS'  
ASSOCIATION,  
Petitioner/Union

**OPINION & AWARD**

-And-

COUNTY OF GENESEE &  
GENESEE COUNTY SHERIFF,  
Respondent/Employer

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**BEFORE:**

**CHAIRPERSON**

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

**EMPLOYEE ORGANIZATION PANEL MEMBER**

William Scott,  
Employee Organization Panel Member  
President, Genesee County Deputy Sheriffs' Asson.  
P.O. Box 492  
Batavia, N.Y. 14021

**PUBLIC EMPLOYER PANEL MEMBER**

Jay Gsell,  
Public Employer Panel Member  
County Manager/Budget Officer  
Genesee County  
7 Main Street  
Batavia, N.Y. 14020

## **PRELIMINARY STATEMENT**

Genesee County and The Sheriff of Genesee County, (“Employer”) , and the Genesee County Deputy Sheriffs Association, (“Association”), are parties to a collective bargaining agreement with effective dates January 1, 2001 through December 31, 2003. Negotiations for a successor to the 2001-2003 Collective Bargaining Agreement began in January 2004. In August 2004, the Employer and the Association filed a joint Declaration of Impasse with the Public Employment Relations Board, (“PERB”), and requested mediation. Mediation commenced on or about October 25, 2004 but was unsuccessful in breaking the impasse that existed. A second request was made by the parties on or about November 17, 2004 for continued mediation, but that request was denied. On or about March 2, 2005, the Association filed the instant Petition for Compulsory Interest Arbitration.

On December 29, 2005, PERB, pursuant to Section 209.4 of the New York State Civil Service Law, designated the foregoing Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute existing between the County and the Association. Subsequent to the Panel’s designation, the parties met on two occasions with the Panel Chairperson for the purpose of exploring the possibility of resolving the state of Impasse that existed. No new Collective Bargaining Agreement resulted from this process.

On July 14, 2006, the Genesee County Legislature approved Resolution No. 258 “Collective Bargaining/Interest Arbitration Panel/Deputy Sheriffs’ Association” for the purpose of achieving an expeditious resolution to the state of Impasse. The relevant portion of this Resolution states:

**WHEREAS**, The Genesee County Manager who is a member of the Binding Interest Arbitration Panel, has met with its duly designated arbitrator along with the arbitration member from the Deputy Sheriffs' Association, and

**WHEREAS**, The Binding Interest Arbitration Panel has discussed with the Deputy Sheriffs' Association, Genesee County and the Genesee County Sheriff (hereinafter

referred to as the Parties) the outstanding economic and non-economic issues involved in the current expired Deputy Sheriffs' Association collective bargaining agreement, and

**WHEREAS,** In the interest of achieving cost effectiveness through an expeditious conclusion, the Parties have discussed and agreed upon an Alternative Dispute Resolution mechanism which consists of a three member panel authorized to impose a binding interest arbitration award, and

**WHEREAS,** The Parties recommend that the Genesee County Legislature approve the use of the Alternative Dispute Resolution mechanism, and

**WHEREAS,** The Committee on Ways and Means did review this recommendation and does concur that it is in the best interest of the County to expeditiously resolve the outstanding contract issues, both economic and non-economic, due to the cost savings that will be realized by proceeding through an Alternative Dispute Resolution mechanism. Now, therefore, Be it

**RESOLVED,** That the Genesee County Legislature hereby waives its rights under Civil Service Law Section 209 and, in lieu thereof, hereby authorizes the three member Binding Interest Arbitration Panel to review, analyze, and finally resolve all outstanding issues, both economic and non-economic, under the current expired Deputy Sheriffs' Association collective bargaining agreement, and Be it further

**RESOLVED,** That the decision of the Binding Interest Arbitration Panel will be final and binding on all parties, and Be it further

**RESOLVED,** That the Genesee County Legislature is only waiving its rights under Civil Service Law Section 209 for this limited purpose of resolving the current outstanding issues with the Deputy Sheriffs' Association collective bargaining agreement, and Be it further

**RESOLVED,** That the Genesee County Legislature approves the authority of the Binding Interest Arbitration Panel to impose a final and binding interest arbitration award for the term January 1, 2004 through December 31, 2007, and Be it further

**RESOLVED,** That this resolution will be effective immediately. Legislator Grasso seconded the resolution which was adopted by 326 votes.

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

- a. Comparison of wages, hours and conditions of employment of the employees involved in this 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.

The following issues were submitted and acted upon by the Panel pursuant to the criteria set forth above:

1. Term of Agreement
2. Wages
3. Officer in Charge Pay
4. Vacation
5. Holidays
6. Health Insurance
7. "Editorial" Changes noted below

### **BACKGROUND**

Genesee County has a population of approximately 60,000' and is located in the western portion of New York State. Batavia, with a population of just over 16,000, is the only city in the county. The city, which is the seat of the county government, is geographically located in the center of the county and is essentially equidistant from Buffalo and Rochester, the two major metropolitan areas in this portion of the state. From Batavia it is roughly 35 miles to downtown Rochester and just over 40 miles to downtown Buffalo.

Both cities are less than a 45-minute drive by car. This location, along the New York State Thruway, has resulted in the eastern county residents seeking employment, entertainment, and shopping in Rochester, while residents in the western portion of the county tend to favor Buffalo.

The City of Batavia<sup>1</sup>, which is largely residential, has recently undergone a major downtown renovation project, along with the construction of a new Spray Park, new Civic Centre, and new government buildings. The City is covered by one public high school, one public middle school, and three public elementary schools. In addition, the New York State School for the Blind is located within the City's borders. There are also several private schools, including three Catholic elementary schools, a Catholic high school, a Lutheran elementary school, and a Christian school for all grades. Also located in Town of Batavia is Genesee Community College, a two-year public post-secondary school.

The City is also the home of the Batavia Muckdogs, a New York-Penn League baseball team that is a minor league club for the Philadelphia Phillies of Major League Baseball. The team plays in the new Dwyer Stadium, constructed in 1996, located in the northern portion of the city. Also located in Batavia is the Holland Land Office Museum, dedicated to preserving the frontier history of Genesee County. Six Flags Darien Lakes, a large amusement park, campground, and entertainment arena, is located less than twenty miles from the city and within the county borders.

In addition to the City of Batavia, the county's 500 square miles, predominately rural, include 13 towns and 6 villages. For the third quarter of 2005, the unemployment rate for the county was 4.0%, one percent lower than the overall rate for New York State in 2005. The 4.0% unemployment rate represents a significant recent decrease, falling from 6.3% in the second quarter of 2003. The median household income for Genesee County is approximately \$40,542. The County is the largest single employer in Genesee County, with over 900 full and part-time employees.

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<sup>1</sup> The Panel makes no finding or statement regarding the City of Batavia's financial status.

The educational makeup of the population is: 84.4% high school graduates (including equivalency), 46.3 % with some college or an associates degree, 16.3% with a bachelor's degree, and 6.2% with a master's, professional, or doctorate degree. The percentage having at least a high school diploma is above both the state and national averages.

**THE ISSUES**

**A. TERM OF AWARD**

On July 12, 2006, Carolyn P. Pratt, Clerk of the Genesee County Legislature Certified Resolution No. 258 which noted, in relevant part:

**RESOLVED**, That the Genesee County Legislature approves the authority of the Binding Interest Arbitration Panel to impose a final and binding interest arbitration award for the term January 1, 2004 through December 31, 2007, and Be it further

The proposal by the Employer for a term of four (4) years was in accord with the foregoing, to which the Association did not object. Accordingly:

**Term of Interest Arbitration Award:** January 1, 2004 through December 31, 2007.

**B. WAGES**

<b>EFFECTIVE DATE</b>	<b>COUNTY POSITION</b>	<b>ASSOCIATION POSITION</b>
January 1, 2004	3-Step Wage Schedule	Revised 5-step schedule
January 1, 2005	2%	3.0% over the 2004 revised schedule
January 1, 2006	Cost of Living Formula that provides 1.5% to a maximum of 3.5% %	4.0% over the 2005 schedule
January 1, 2007	Same as 1/1/06	4.0% over the 2006 schedule

In addition to the foregoing, the Association proposed a 7% increase for Investigators and a 15% increase for Sergeants for each year of the Agreement.

### **DISCUSSION ON THE ISSUE OF SALARIES**

As an initial and crucial starting point, the County acknowledges that they are fortunate to have a superior Sheriff's Office. The County also recognizes the inherent danger associated with the duties of a Deputy Sheriff, particularly post 9-11. Accordingly, in keeping with this acknowledged asset, where, as here, the County is intent on maintaining its superior police force, then they must, at a minimum, be prepared to expend the resources required to fund a reasonable wage and benefit package.

This Panel recognizes that the County, by prudent budget practices, has been able to contain real property tax increases. In fact, the tax payers of Genesee County enjoyed a modest tax decrease for the 2006 fiscal year. However, good fiscal management, as a crucial element in today's society, is not necessarily incompatible with a fair wage and benefit package. Moreover, while the County would have this Panel adopt wage increases negotiated by other non-police bargaining units, respectfully, the hard working and dedicated individuals that make up these non-police units are not police. In this regard, the Legislature of the State of New York has seen fit to treat Police units in a different manner, recognizing the necessity of the function they perform for society, and the inherent dangers associated with their jobs.

Given the foregoing, the following list of wages paid to Sheriff's Officers and other Police Agencies in communities comparable to Genesee County, are helpful in guiding the Panel to a just and fair resolution:, not designed to be precedent setting, is helpful for comparison purposes

<b>MUNICIPALITY</b>	<b>CONTRACT YEAR</b>	<b>DEPUTY SHERIFF WAGE</b>
Monroe County	2003 (before Interest Arbitration)	\$51,678
Orleans County	2005	\$40,581
Wyoming County	2005	\$39,790 (plus car)
City of Batavia P.D.	2006	\$48,406
<b>AVERAGE</b>		<b>\$45,114</b>
<b>Genesee County</b>	<b>2003</b>	<b>\$42,140</b>
% To Average		7.05%

As noted above, Deputies represented by the Association are approximately \$3000 behind the average, and over \$6000 behind the Police Officer salary for the City of Batavia. Accordingly, following a careful analysis of the wage positions submitted, the Panel is persuaded that the following Award represents a reasonable adjustment to wages.

Therefore, the Panel makes the following **AWARD**:

The Employer shall adopt the following three-step Salary Schedules created as follows:

**15.1.3** Annual salary increases will be calculated by applying the rate of increase as provided in this agreement to the Deputy (Grade 1) rate of pay for each step from the previous year. The rate of pay for Investigators and Youth Officer (Grade 2) shall be determined by increasing the Deputy rate of pay by 7% for each corresponding step. The rate of pay for Sergeants (Grade 3) shall be determined by increasing the Deputy rate of pay by 15% for each corresponding step.

Effective 2004, a three step wage schedule will be adopted by removing the first two step of the 2003 Wage Schedule.

## **15.2 Wages**

### **15.2.1 2004: 5%**

Effective the first full payroll of 2004, the 2004 Wage Schedule will reflect an increase of 5%, pursuant to Article 15.1.3, as set forth in Exhibit A. The base wage rate shall be determined by utilizing the 2003 hourly rate for Deputy Sheriff.

Effective the first full payroll of 2004, employees covered under this Agreement shall receive Retroactive take home monies of 3%.

Members on the payroll in 2004, 2005 and/or 2006 but no longer employed as of the date of the 2004-2007 Award shall be entitled to receive retroactive pay increases up to the maximum amount of 3% computed to their date of separation.

**15.2.2 2005: 5%**

Effective the first full payroll of 2005, the 2005 Wage Schedule will reflect an increase of 5%, pursuant to Article 15.1.3, as set forth in Exhibit A. The base wage rate shall be determined by utilizing the 2004 hourly rate for Deputy Sheriff.

Effective the first full payroll of 2005, employees covered under this Agreement shall receive Retroactive take home monies of 3%.

Members on the payroll in 2005 and/or 2006 but no longer employed as of the date of the 2004-2007 Award shall be entitled to receive retroactive pay increases up to the maximum amount of 3% computed to their date of separation.

**15.2.3 2006: 2.5% effective 1/7/2006; 2.5% effective 7/8/2006**

Effective the first full payroll of 2006, the 2006 Wage Schedule will reflect an increase of 2.5%, pursuant to Article 15.1.3, as set forth in Exhibit A. The base wage rate shall be determined by utilizing the 2005 hourly rate for Deputy Sheriff.

Effective 7/8/2006 the 2006 Wage Schedule will be amended to reflect an additional 2.5% increase pursuant to Article 15.1.3, as set forth in Exhibit A. The base wage rate shall be determined by utilizing the 1/7/2006 hourly rate for Deputy Sheriff.

Members on the payroll in 2006 but no longer employed as of the date of the 2004-2007 Award shall be entitled to receive retroactive pay increases computed to their date of separation.

**15.2.4 2007: 2.5% effective 1/13/2007; 2.5% effective 7/14/2007**

Effective the first full payroll of 2007, the 2007 Wage Schedule will reflect an increase of 2.5%, pursuant to Article 15.1.3, as set forth in Exhibit A. The base wage rate shall be determined by utilizing the 7/8/2006 hourly rate for Deputy Sheriff.

Effective 7/14/2007 the 2007 Wage Schedule will be amended to reflect an additional 2.5% increase pursuant to Article 15.1.3, as set forth in Exhibit A. The base wage rate shall be determined by utilizing the 1/13/2007 hourly rate for Deputy Sheriff.

**YEAR 1 (2004)**

TITLE	GRADE	STEP 1	STEP 2	STEP 3
Deputy	12	19.25	20.24	21.27
Investigator Youth Officer	14	20.59	21.66	22.76
Sergeant	15	22.13	23.28	24.46

**YEAR 2 (2005)**

TITLE	GRADE	STEP 1	STEP 2	STEP 3
Deputy	12	20.21	21.26	22.34
Investigator Youth Officer	14	21.62	22.74	23.90
Sergeant	15	23.24	24.44	25.69

**YEAR 3 (2006) – Effective 1-7-06**

TITLE	GRADE	STEP 1	STEP 2	STEP 3
Deputy	12	20.71	21.79	22.90
Investigator Youth Officer	14	22.16	23.31	24.50
Sergeant	15	23.82	25.06	26.33

**YEAR 3 (2006) – Effective 7-8-06**

TITLE	GRADE	STEP 1	STEP 2	STEP 3
Deputy	12	21.23	22.33	23.47
Investigator Youth Officer	14	22.72	23.90	25.11
Sergeant	15	24.42	25.68	26.99

**YEAR 4 (Effective 1-06-07)**

TITLE	GRADE	STEP 1	STEP 2	STEP 3
Deputy	12	21.76	22.89	24.05
Investigator Youth Officer	14	23.29	24.49	25.74
Sergeant	15	25.03	26.32	27.66

**YEAR 4 (Effective 7-07-07)**

TITLE	GRADE	STEP 1	STEP 2	STEP 3
Deputy	12	22.31	23.46	24.66
Investigator Youth Officer	14	23.87	25.11	26.38
Sergeant	15	25.65	26.98	28.35

**RETROACTIVITY AND ONE-TIME SIGNING STIPEND**

Notwithstanding the foregoing ruling, in an effort to ease the financial impact on the Employer, the Retroactive take-home monies for all bargaining unit members shall be 3% for 2004 and 3% for 2005. Unit members shall be entitled to the value of full retroactivity for 2006. In addition, upon ratification, each bargaining unit member shall receive a two hundred dollar (\$200.00) cash one-time signing stipend to be paid in the next full pay period following such ratification.

Members on the payroll in 2004, 2005 and/or 2006 but no longer employed as of the date this Award is issued shall be entitled to receive retroactive pay increases up to the maximum amount noted above computed to their date of separation.

**OFFICER IN CHARGE**

**Section 15.5** of the CBA shall be amended to read as follows:

Employees assigned by the Sheriff or his designee to work as an Officer in Charge shall receive additional pay of \$1.00 per hour for all time worked as an Officer in Charge.

**INVESTIGATORS**

Section 14.2.5 shall be modified to read as follows:

As of the effective date of this Award, those employees who are required to be On-Call for weekends shall receive four (4) hours pay at their time and one-half rate for each day of the weekend that they are On Call for, and in the event they

are called to duty during their On-Call time, their first on-call day shall not be compensated. When an employee is required to be On-Call during A Line Monday through Friday, he/she shall receive a daily twenty dollar (\$20) On-Call stipend.

### **SHIFT DIFFERENTIAL**

**Section 26.5.1** shall be deleted and replaced with the following:

26.5.1 Effective January 1, 2004, full-time employees regularly assigned to the “A”, “C” and “E” shifts shall receive forty cents (\$.40) per hour in addition to the applicable rate provided in the 2004 salary schedule.

26.5.2 Effective January 1, 2005, full-time employees regularly assigned to the “A”, “C” and “E” shifts shall receive fifty cents (\$.50) per hour in addition to the applicable rate provided in the 2005 salary schedule.

26.5.3 Effective January 1, 2006, full-time employees regularly assigned to the “A”, “C” and “E” shifts shall receive sixty cents (\$.60) per hour in addition to the applicable rate provided in the January and July 2006 salary schedules.

26.5.4 Effective January 1, 2007, full-time employees regularly assigned to the “A”, “C” and “E” shifts shall receive seventy cents (\$.70) per hour in addition to the applicable rate provided in the January and July 2007 salary schedules.

Sections 26.5.1 and 26.5.2 shall not be retroactive. However, Section 26.5.3 shall have full retroactive effect.

### **C. HEALTH & DENTAL INSURANCE**

Article 19 of the current Agreement provides employee contribution towards the premium associated with the Genesee County Self Funded Medical Plan. Employees

contribute on a sliding scale, beginning with 1% for a first year employee, up to a maximum contribution of 5%. The County seeks to change the current language to permit it to substitute a replacement program agreeable to the parties, to change the third party administrator from Health Economics Group, Inc., to Independent Health, Inc., and to increase employee contribution to 15%. The Association proposes that the language remain status quo.

Article 20 of the current Agreement provides that employees may opt for dental coverage through the County's Third Party Administrator, but at their own cost. The Association proposes that the County provide coverage at its cost.

With respect to the issue regarding Health Insurance, the Panel is of the opinion that the County is entitled to use acceptable means to control the costs associated with its self-funded Plan. In addition, while the Panel accepts the notion that some sort of contribution is acceptable, it is of the opinion that given the nature of services performed by members of this bargaining unit, the current system should be replaced with a defined-dollar contribution by all employees who elect to participate in the County's Health Plan. Accordingly, the Panel makes the following **AWARD**:

Article 19, Hospitalization Medical Coverage, at Section 19.1 shall be amended to read as follows:

- 19.1 The Employer agrees to provide single coverage for each single employee and family coverage for each family exclusively through the Genesee County Self Funded Medical Plan, or its equivalent, for each full-time regular employee within thirty (30) days of hire at no cost to the employee. The plan will be managed by a designated Third Party Administrator (TPA). The current TPA is Independent Health, Inc.

Notwithstanding the aforementioned paragraph, each employee covered under this contract shall be allowed medical benefits set forth in this Section. Employees electing coverage under the Employer's plan shall contribute \$15.00 per pay period for a single plan, \$20.00 per pay period for a single plan plus child, and \$30.00/pay period for a family plan for the

contract year 2006<sup>2</sup>. This contribution shall increase to \$20.00, \$25.00 and \$35.00 respectively beginning the first full pay period of 2007 and shall be taken from payroll deduction. Payments under the foregoing contribution scheme will cease after 24 payments have been made per any calendar year.

With respect to the issue regarding Dental Insurance, the Panel is of the opinion that the Dental coverage sought by the Association provides quality benefits at a reasonable cost, one that the County can afford. In support of this conclusion, the Panel notes that the Dental coverage sought by the Association is substantially identical to the benefits provided white collar employees, at the Employer's expense, under the terms of the County – CSEA Collective Bargaining Agreement. Accordingly, the Panel makes the following **AWARD**:

Article 20 (Dental Insurance), Section 20.1 shall be modified to read as follows:

Within thirty (30) days following the Panel's release of this decision, the Employer shall provide each full-time employee, within thirty (30) days of hire, single coverage for each single employee, and family coverage for each family, in accordance with the payment schedule provided through the Genesee County Self Funded Dental Plan, or its equivalent. The Employer shall pay the full cost of such a plan in accordance with the type of coverage (single or family) desired by the employee.

#### **D. VACATIONS (Article 16)**

The Association proposes a change in the Vacation schedule that defines a 17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup> and 20<sup>th</sup> year, allocating 24 vacation days for the 18<sup>th</sup> year, 24 days for the 19<sup>th</sup> year and 25 days for the 20<sup>th</sup> year and beyond. The Employer proposes status quo.

#### **DISCUSSION**

The current vacation schedule has not been modified since 1993, and is out of step with the C.S.E.A. Local 819 "white collar" agreement that provides up to 25 days of vacation for eligible employees. Accordingly, the Panel believes that the addition of one (1)

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<sup>2</sup> This amount shall not be retroactive to January 1, 2006, but shall become effective when the new 2006 Salary Schedule set forth above is put into effect.

additional day of vacation for employees in their seventeenth (17<sup>th</sup>) year and beyond is a just and fair award. Accordingly, the Panel makes the following **AWARD**:

Section 16.3 shall be amended to provide one (1) additional day of vacation for members in their seventeenth (17<sup>th</sup>) year and beyond.

**E. HOLIDAYS (Article 17)**

The Association proposes that an additional Floating Holiday be added to the current list of paid holiday, bringing the total number of Floating Holidays to 2, and the total number of paid Holidays to 12. The County has not raised an objection to this proposal.

Accordingly, the Panel makes the following **AWARD**:

Article 17.1.2 shall be amended with the addition of an additional Floating Holiday to the current list of paid holidays.

**EDITORIAL CHANGES**

During their negotiations, the Association and the Employer agreed upon the following contractual changes, changes the parties deemed editorial in nature. Accordingly, the Panel directs that the following changes be incorporated in the terms of this 2004 – 2007 Collective Bargaining Agreement.

**Sections 1.1.1, 2.3.3, 9.1.1, 13.2.3, 14.1.2 and 22.1.1** – Shall be amended to reflect the removal of titles no longer in the bargaining unit.

**Section 13.2.1** – Shall be amended to eliminate the D-Line Shift.

**Section 14.1.3, 15.6, 22.1.2 and 32.3** – Shall be eliminated in their entirety.

**Section 14.4.1** - Shall be amended to reflect the removal of titles no longer in the bargaining unit and to provide for the offering of non-emergency overtime in order of descending seniority. In addition, Subsections 3, 6, 8, 9 and 10 shall be eliminated in their entirety. This provision shall Sunset as of December 31, 2007.

**Section 16.1.3** shall read as follows:

Additional vacation, not scheduled per 16.1.2 , must be requested by November 1<sup>st</sup>. Vacation not requested by November 1<sup>st</sup> will be forfeited. Employees must request additional vacation days seven days in advance and will be given a seven day notice of approval or denial. Any exceptions to the seven day lead time will be made solely at the discretion of the Sheriff or his designee. Vacation will be approved based upon the date of the receipt of the vacation request. In the event of a conflict and the Supervisor is unable to determine which employee submitted his/her request first, approval will be based upon seniority. An employee will be allowed to use his allotted vacation time in a one-hour increment, only upon approval of the Sheriff or his designee.

Section 18.1.2 shall read as follows:

Sick leave may be taken only in the event of sickness which may be defined as illness, bodily injury or quarantine. The first three (3) days of sick leave taken upon any sickness may be compensated without proof of sickness by a physician's certificate. However, consistent with Article 3 (Management Rights) regarding rules and regulations, the Employer shall require the employee's supervisor to confirm authenticity of the illness through home visits, observation and other normal supervisory techniques. In excess of three (3) consecutive work days of paid sick leave, a physician's certificate shall be required. Note: Pass days do not interrupt the calculation of consecutive work days. In the case of protracted sickness, such certificates must be presented at the end of each calendar month of absence. Without regard to the above, a physician's certificate will not be routinely required for absences three (3) days or less due to illness or injury. However, when the Sheriff or designee determines that the employee shall be required to provide medical documentation solely as a result of a review of the employee's attendance record, such requirement shall follow counseling, written notice to the employee and shall commence subsequent to such notice. Furthermore, the Sheriff or his designee may request a physician's certificate when paid sick leave is taken on any day/s which were previously requested and disapproved or when sick leave is taken on a holiday which the employee is scheduled and required to work.

**Section 22.1(c) – Medical Reports**

The member shall provide written authorization in the form of a medical release (contained in the accident packet) for the County to obtain copies of the member’s medical records from the member’s treating physician or other health care provider that pertains to the injury or illness in question. The County will provide the member with a copy of the records and reports produced by any physicians or other experts who examine the member on behalf of the County.

**Section 22.1(h) – Hearing Panel**

The County and the union shall establish a panel of individuals who shall be designated as hearing officers for such appeals. The panel shall consist of not less than three nor more than five individuals. The member filing the appeal and the County shall mutually select a hearing officer from the panel. In the event the parties cannot agree on an officer of the panel, each party will remove 1 name from the list of 3 or 5 names, starting with the County, until one name remains who shall be designated. The parties to the hearing shall be the County and the member involved. The hearing shall be transcribed. All costs billed by the hearing officer and the stenographer shall be borne equally by the County and the member. All other costs, e.g. witnesses, exhibits, etc., shall be borne by the party incurring said cost. A transcript shall be made available to both parties.

**Section 22.1.1** – Shall be amended to reflect the removal of titles no longer in the bargaining unit.

**Section 26.1.2** – Shall be amended to reflect the removal of titles no longer in the bargaining unit, and to add “Deputy Sheriff – Sergeant.”

**Section 26.5** – Shall be amended to add “E” shift in each provision, to alter the shift differential as set forth, and to refer to the applicable wage schedules for each year.

**Section 32.1** – Shall be amended to reflect the effective dates of the current Collective Bargaining Agreement.

**EXHIBITS** – Exhibits A through H in the 2001-2003 CBA shall be replaced with the following Exhibits A through H as follows:

- Exhibit A – F:           2004-2007 Wage Schedules
- Exhibit G:             Personal Leave Request Form.
- Exhibit H:             Hospitalization Medical Coverage Waiver Form.
- Exhibit I:             Dental Benefits Waiver Form.
- Exhibit J:             Volunteer Service Tuition Program Application Form.

## CONCLUSION

In conclusion, this Panel believes that the foregoing wage and benefit package represents a reasonable adjustment to the current collective bargaining agreement and is within the County's ability to afford.

## ACKNOWLEDGMENTS

I, Dennis J. Campagna, do hereby affirm that I am the individual described herein and who executed the within award on August 12, 2006.

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Dennis J. Campagna

I, William Scott, do hereby affirm that I am the individual described herein and who executed the within award on \_\_\_\_\_.

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William Scott

I, Jay Gsell, do hereby affirm that I am the individual described herein and who executed the within award on \_\_\_\_\_.

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Jay Gsell