

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X  
In the Matter of the Interest Arbitration

between

X Re: IA2005-006  
M2004-250

X

THE COUNTY OF ROCKLAND,

X

"County"

X

-and-

X

X

THE ROCKLAND COUNTY SHERIFF'S  
DEPUTY ASSOCIATION

X

X

"Union"

-----X

**APPEARANCES:**

**For the County of Rockland**

JASON, NESSON & SWIFT, L.L.P.

Jay F. Jason, Esq., of Counsel

**For the Association**

BUNYAN & BAUMGARTNER L.L.P.

Joseph P. Baumgartner, Esq., of Counsel

**Before: PUBLIC ARBITRATION PANEL**

Terry D. Grosselfinger, Esq, Public Employer  
Panel Member

Richard P. Bunyan, Esq., Employee Organization  
Panel Member

Martin F. Scheinman, Esq., Chairman and  
Public Panel Member

## OPINION

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 2003. Sometime prior thereto, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon the Association declared an impasse in negotiations and requested the appointment of a mediator. Mediation did not resolve the dispute. As a result, the Association filed a petition requesting compulsory arbitration. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, Martin F. Scheinman, Esq., was selected by the parties from a list of arbitrators provided by the State of New York Public Employment Relations Board and was appointed as the Public Member and the Chairman of the Panel appointed to hear and adjudicate this dispute. Terry P. Grosselfinger, Esq, was designated as the Public Employer Panel Member and Richard P. Bunyan, Esq., was designated as the Employee Organization Panel Member.

Hearings were held before the Panel on October 19, 2005, November 14, 2005, December 7, 2005 and March 7, 2006. During the hearings the parties presented a list of proposals for the panel to consider. Early on in the process, the parties were encouraged to, and did, winnow those proposals down to a

relative few in number. It was as to those proposals the parties were afforded full opportunity to present evidence and argument in support of their respective positions. They did so. Each side introduced extensive evidence concerning the relevant statutory criteria. This evidence included the testimony of financial experts, budgetary and financial information as well as charts, tables, reports and data addressing the relevant statutory criteria.

At the conclusion of the hearing, the parties came to the understandings upon certain terms of the Collective Bargaining Agreement. The Panel agreed to incorporate them in this Award.

The parties then filed post-hearing briefs. Upon receipt of same, the record was declared closed. The Panel then went into Executive Session at which the positions of the parties were deliberated and the exhibits and testimony examined.

The decision below represents the findings of the Panel. Mr. Scheinman is responsible for the formulation of this Award. We are pleased the Panel reached consensus on all aspects of this Award.

### Positions of the Parties

The Association contends that the Sheriff's Deputies must be considered comparable to police officers in the Villages and Towns in Rockland County.

It introduced testimony and evidence that demonstrated Deputies are required to have the same minimum qualifications as the Rockland County town and village police officers. Union Exhibit No. 26 is the job announcement for Sheriff's Deputies and Police Officers for Rockland County town and village police officers. The Association insists this document clearly illustrates the statutory criteria with regard to comparison of the skills and hazards of the jobs is satisfied with a comparison to the other municipal town and village police officers in the County.

The Association called Lieutenant John Schnitker. He stated Sheriff's Deputies attend the same police academy and follow the same curriculum as new police recruits for the towns and villages. When promoted to Sergeant, promotees attend at the Academy the same police supervision course as town and village police officers. As the Commanding Officer of the Rockland County Intelligence Unit, Schnitker supervises police officers from Rockland County village and town departments in a task force regarding intelligence.

He also testified of other collaborative task forces in which the Deputies participate with municipal town and village police departments including Rockland County Homeland Security (Union Exhibit No. 27), the Major Incident Defense Unit (Union Exhibit No. 29), Rockland County Mobile Field Force (Union Exhibit No. 30), Rockland County Computer Crimes (Union Exhibit 39) and the Rockland County SWAT Team (Union Exhibit No. 53).

James Kralik, the Sheriff of the County of Rockland testified. Kralik testified that although he is a county-wide elected official, he has come up from the ranks of the Rockland Sheriff's Department. The Sheriff described some of the police units which are unique to his Department, when compared to the town and village police departments. He testified about the Mounted Unit, the Crime Scene Unit, the Marine Unit, and the Bomb Unit. The Sheriff said there was a need within the County to have police units such as these, but the resources of the local governments were limited. Therefore, the Sheriff's Department, which is funded by the County government, was the logical fit for the funding and staffing of these units. The Sheriff's Department responds to the needs of the local departments.

In his view, the members of his department are comparable to the police officers in the town and villages.

Thus, the Association argues by virtue of their training and job duties Sheriff's Deputies should be treated like all police officers in comparable jurisdictions which are the towns and villages in Rockland County. They should be compensated like these other Rockland County police officers with regard to their terms and conditions of employment, insists the Association.

The Association contends a wage package that deviates dramatically from the type of salary and salary increases provided to other police officers in comparable jurisdictions, does not serve the interests and welfare of the citizens in Rockland County.

The Association further contends that under any reasonable view, the wage proposal set forth by the County will unnecessarily and invariably cause a decline in police morale as it would cause the Sheriff's Deputies salaries to continue to be dramatically lower than the salary and salary increases provided to other police officers in comparable jurisdictions. This does not serve the interest and welfare of the public. Moreover, it is not necessitated by the evidence concerning the County's ability to pay, insists the Association.

As to ability to pay, Kevin Decker, of Decker Economics, testified. Decker introduced a report of the County's

financial condition (Union Exhibit No. 69). Decker stated the County's budget overestimates expenses and underestimates revenues. Decker opined the County has the ability to pay the increases the Association has proposed.

In all, the Association asserts that its proposals are justified under the relevant statutory criteria. It asks they be awarded.

The County, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one.

The County claims the appropriate comparable for "wages, hours and conditions of employment of the employees involved in the arbitration proceeding" should be the other employees of the County of Rockland. The County insists that historically wage increases granted to Deputies have approximated wage increases received by other County workers.

The County contends it cannot pay the increases sought by the Association. The County emphasized the Mirant Energy Bankruptcy as obligating the County to fund the shortfall in taxes received by three (3) municipalities and one (1) school district.

The County contends the Sheriff's Deputies do not perform the same functions as police officers employed by the villages

and towns. Thus, it insists the Sheriff's Deputies should not be compared with village and town police officers.

In all, the County asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded. The County also claims that the proposals for increases set forth by the Association are unnecessary and excessive.

Both the Association and the County agreed that due to changed circumstances certain sections of the Collective Bargaining Agreement were obsolete. The parties agreed upon certain omissions and changes and requested that these be incorporated in the Award by the Panel.

This Opinion and Award is the culmination of the Panel's deliberations and examination of the record evidence when considered in light of the statutory criteria which is set forth in Section 209.4 of the Taylor Law. That section provides the following criteria:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. the 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 period of time encompassed by this Opinion and Award was stipulated by the parties to be the calendar years 2004, 2005 and 2006. The parties had engaged in collective bargaining through impasse for a three (3) year contract which encompassed those years. Although the authority of the Panel would ordinarily be limited to the issuance of an Award for a two (2) year period, 2004 and 2005, the parties are empowered to authorize the issuance of an Award for a longer period. They have done so.

Since the Award addresses the specific proposals, and we have reached a unanimous ruling, the Panel will not repeat the various issues which were discussed and rejected. Suffice it to say, any position not specifically addressed has been rejected.

The Association has proposed a six percent (6%) wage increase on January 1 of each year, along with an equity

adjustment. The County has proposed a three and three quarter percent (3.75 %) increase on January 1 of each year. We find both proposals unacceptable.

Given the County's potential fiscal problems with the Mirant Bankruptcy, there can be no justification for a salary increase of six percent (6%) on January 1 of each year. Under no circumstances can this level of increase be justified in light of the relevant statutory criteria.

On the other hand, the County's proposal also is not justified. It would result in officers unnecessarily falling behind their counterparts in comparable jurisdictions. As explained below, the financial circumstances of the County can be taken into account without requiring wages fall further behind the wages paid to police officers in comparable jurisdictions. Thus, the County's wage proposal also cannot be awarded.

We are persuaded wage increases between the Association's proposal and the County's proposal are appropriate here. In addition, we are convinced the wage increases should be split and delayed during the years of the Award. This will provide a cash saving to the County while permitting the salary rate of the Association to keep pace with the salaries paid to officers in comparable jurisdictions. It will, of course, also

lessen the total financial cost of the awarded increase in the years of the splits.

In order to determine with specificity the appropriate wage increase, it is necessary to analyze the evidence presented by the parties concerning the statutory criteria.

The first statutory criterion requires a comparison of wages, hours and conditions of employment of the Sheriff's Deputies with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.

The County introduced evidence bearing upon its assertion the relevant comparison group against which the "wages, hours and conditions of employment of the employees involved in the arbitration proceeding" should be compared to is the approximately twenty five hundred (2500) employees of the County of Rockland. The County asserted historically wage increases which have been granted to the bargaining unit represented by the Sheriff's Deputies Association have tracked wage increases the County provided to other employees.

In contrast, the Association introduced evidence tending to demonstrate the job functions of certain members of the Association were similar to those job functions performed by

police officers in police departments in the five (5) towns and numerous villages within the County. The Association urged the Panel to adopt those police departments as the appropriate comparison group for the purpose of applying the criteria in Section 209.4 of the Taylor Law.

We determine it would be inappropriate to ignore the historical relationship that exists between the members of the Association and other employees of the County. To a great extent, members of the Association are engaged in the protection of County property and act in a support role to the members of police departments in the towns and villages located in the County. It would be improper, therefore, to ignore the very real relationship the wages, hours, and terms and conditions of employment of Association members have had with other County employees.

On the other hand, it would also be improper to ignore the wages, hours and terms and conditions of employment of police officers in the towns and villages of Rockland County when determining the appropriate salary and benefit levels for members of the Association. This is due to the fact that members of the Association perform functions which, in many cases, are similar to those performed by police officers in those departments. Consequently, in reaching our determination the Panel has also considered the salaries and

police officers in police departments in the five (5) towns and numerous villages within the County. The Association urged the Panel to adopt those police departments as the appropriate comparison group for the purpose of applying the criteria in Section 209.4 of the Taylor Law.

We determine it would be inappropriate to ignore the historical relationship that exists between the members of the Association and other employees of the County. To a great extent, members of the Association are engaged in the protection of County property and act in a support role to the members of police departments in the towns and villages located in the County. It would be improper, therefore, to ignore the very real relationship the wages, hours, and terms and conditions of employment of Association members have had with other County employees.

On the other hand, it would also be improper to ignore the wages, hours and terms and conditions of employment of police officers in the towns and villages of Rockland County when determining the appropriate salary and benefit levels for members of the Association. This is due to the fact that members of the Association perform functions which, in many cases, are similar to those performed by police officers in those departments. Consequently, in reaching our determination the Panel has also considered the salaries and

other terms and conditions of employment of police officers in these villages and towns as a component in the overall determination of comparability.

As to the interest and welfare of the public, we agree with the County its citizens are not benefited by a salary increase which the County cannot afford and which results in reductions in other needed services. Therefore, logically, the County's proposal which is lower than the Association's is preferred when evaluating the economic interest and welfare of the public.

However, the public's interest and welfare is also served by a police force that is stable and whose morale is high. Thus, we are persuaded that a wage package which deviates dramatically from the type of salary increases provided to other police officers in comparable jurisdictions, or which leaves the Sheriff's Deputies earning significantly less than police officers in comparable jurisdictions, does not serve the interest and welfare of the citizens of Rockland County. After all, the interest and welfare of the public is not limited solely to the public's financial interest and welfare. By necessity, it also must involve the community's interest and welfare in having its police force continue to serve its essential needs and provide essential services.

Under any reasonable view, the wage proposal set forth by the County will unnecessarily and invariably cause a decline in police morale. This does not serve the interests and welfare of the public. Moreover, it is not necessitated by the evidence submitted by the County concerning its financial ability to pay.

The County has presented persuasive evidence with respect to the Mirant Bankruptcy. Thus, given this issue, the statutory criterion requires we not award the wage increases being sought by the Association. However, the County has not shown it is unable to pay wage increases in excess its proposal. We are convinced the economic evidence demonstrates the County can pay the increases awarded below without increasing the tax burden on County residents and taxpayers.

Thus, the evidence submitted by the parties concerning this statutory criterion also supports awarding a wage increase in between the increases proposed by the parties.

In addition, by awarding splits and or delayed wage increases, the County's financial circumstances can be taken into account without adversely affecting the relative standing of the Sheriff's Deputies. Splitting and delaying wage increases allows the Sheriff's Deputies to receive a higher salary at the end of the year than they would be receiving if the same amount in annual wages was paid to those officers

over the course of the entire year, after a larger increase at the beginning of the year. It also permits spending less money while maintaining morale within the Department.

For example, a two percent (2%) wage increase granted on January 1 and a two percent (2%) wage increase granted on July 1, results in the Sheriff's Deputies being paid a weekly salary during the last half of the year equal to the weekly salary they would have been paid had they received a four percent (4%) wage increase on January 1. However, over the course of the calendar year, the Sheriff's Deputies will have received total wages equivalent to the amount they would have received had they been granted a three percent (3%) wage increase on January 1. Thus, splitting and delaying wage increases has two (2) benefits. At the end of the year Sheriff's Deputies are receiving the same weekly salary as their counterparts in comparable communities who received their entire increase at the beginning of the year. Whatever ground was lost at the beginning of the year has been made up in rate. However, the County has paid out less in wages for the entire year and has more money available to fund other priorities.

Therefore, the financial burden on the public of granting wage increases to Sheriff's Deputies can be taken into account

without awarding a wage package which adversely affects the relative standing of the Sheriff's Deputies.

The next statutory criterion requires a comparison of the peculiarities of being a Sheriff's Deputy with 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. The unique and extensive hazards confronted by Sheriff's Deputies are undisputed. Their work requires unique physical, educational and mental qualifications as well as extensive training.

These unique aspects of being a Sheriff's Deputy do not dictate the awarding of either the Association's or the County's wage proposal. However, they do mandate a relevant comparison to be drawn pursuant to the statutory criteria, is with police personnel in comparable jurisdictions.

The next statutory criterion requires a consideration of the terms of the 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.

This criterion recognizes each negotiation (including interest arbitration) cannot be viewed in a vacuum. Cognizance

must be taken of the parties' bargaining history. In this regard, it is important to consider the relationship between the terms and conditions of employment of the Sheriff's Deputies and the County's other unionized employees. As discussed above, the pattern that exists between the different unionized employees within the County cannot be ignored when determining the wages, hours and terms and conditions of employment of the Sheriff's Deputies. While not dispositive, the pattern has significance.

Thus, as noted above, comparisons between the wages paid to the Sheriff's Deputies and to police officers in comparable jurisdictions, as well as considerations of financial prudence support the awarding of a wage increase in between the increases proposed by the Association and the County. We also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the County.

- 1) Effective January 1, 2004 all unit employees shall receive a 2.5% increase in their base salaries over their respective December 31, 2003 base salaries.
- 2) Effective July 1, 2004 all unit employees shall receive a 2.5% increase in their base salaries over their respective January 1, 2004 base salaries.
- 3) Effective January 1, 2005 all unit employees shall receive a 2.5% increase in their base salaries over their respective December 31, 2004 base salaries.

- 4) Effective July 1, 2005 all unit employee shall receive a 2.5% increase in their base salaries over their respective January 1, 2005 base salaries.
- 5) Effective January 1, 2006 all unit employees shall receive a 2.5% increase in their base salaries over their respective December 31, 2005 base salaries.
- 6) Effective July 1, 2006 all unit employees shall receive a 2.5% increase in their base salaries over their respective January 1, 2006 base salaries.
- 7) Effective December 31, 2006 starting salary shall be increased by .12 per hour. All salaries schedules above starting step shall be increased accordingly.

As to the differentials, the Sheriff's Deputies shall receive the following:

- 1) Effective January 1, 2004 the salary differential for the rank of Sergeant shall be 20% above the rank of Patrol Officer.
- 2) Effective January 1, 2004 the salary differential for the rank of Captain shall be 15% above the rank of Lieutenant.
- 3) Effective January 1, 2004 the salary differential for the rank of Senior Deputy (Civil) shall be 20% above the rank of Deputy (Civil).
- 4) Effective January 1, 2004 the Senior Identification Officer in charge of Crime Scene Unit shall be paid the same salary base pay as a Patrol Detective Sergeant.

These wage increases comport with the evidence concerning the statutory criteria submitted by the parties. Thus, the financial circumstances of the County and its residents and taxpayers have been taken into account where also

addressing the Association's priority its membership have  
salaries increased appropriately.

## **AWARD**

### I. Term:

The term of the Agreement, pursuant to the stipulation of the parties entered into at the hearings, shall be January 1, 2004 through and until December 31, 2006. Consequently, all appropriate references in the Collective Bargaining Agreement shall be conformed, accordingly.

### II. General Provisions:

The following three (3) issues relating to General Provisions of the Agreement are to the Collective Bargaining Agreement:

1. Article XVII - General Provisions: Add a new paragraph 12 as follows:

Effective January 1, 2004, each member will be entitled to reimbursement, once every five (5) years, for the purchase of a protective ballistic vest. Such reimbursement shall be limited to \$400.00 or the State contract rate, whichever is greater.

2. Article XVII - General Provisions: Add a new paragraph 13 as follows:

Effective the 2006 calendar year, each member who uses fewer than six (6) sick days in a calendar year will be permitted to "buy back" up to five (5) unused sick days per year, and up to five (5) vacation/holiday days per year as his or her then current rate of pay. The "buy back" election shall be made in writing to the County Office of Personnel on or before January 31 of the following year.

3. Article XVII - General Provisions: Add a new paragraph 14 as follows:

Effective January 1, 2004, members of the bargaining unit assigned to the Civil Division shall be entitled to the Binding Arbitration, pursuant to the same terms which are applicable to the Patrol Division.

### III. Wages and Wage Plan

A. Article VIII- Wage Plan: Amend Paragraph 2 A as follows:

- 1) Effective January 1, 2004 all unit employees shall receive a 2.5% increase in their base salaries over their respective December 31, 2003 base salaries.

- 2) Effective July 1, 2004 all unit employees shall receive a 2.5% increase in their base salaries over their respective January 1, 2004 base salaries.
- 3) Effective January 1, 2005 all unit employees shall receive a 2.5% increase in their base salaries over their respective December 31, 2004 base salaries.
- 4) Effective July 1, 2005 all unit employee shall receive a 2.5% increase in their base salaries over their respective January 1, 2005 base salaries.
- 5) Effective January 1, 2006 all unit employees shall receive a 2.5% increase in their base salaries over their respective December 31, 2005 base salaries.
- 6) Effective July 1, 2006 all unit employees shall receive a 2.5% increase in their base salaries over their respective January 1, 2006 base salaries.
- 7) Effective December 31, 2006 starting salary shall be increased by twelve cents (.12) per hour. All salaries schedules above starting step shall be increased accordingly.

B. Article VIII - Wage Plan: Amend Paragraph 2 B as follows:

- 1) Effective January 1, 2004 the salary differential for the rank of Sergeant shall be 20% above the rank of Patrol Officer.
- 2) [No change]
- 3) Effective January 1, 2004 the salary differential for the rank of Captain shall be 15% above the rank of Lieutenant.
- 4) Effective January 1, 2004 the salary differential for the rank of Senior Deputy (Civil) shall be 20% above the rank of Deputy (Civil).
- 5) Effective January 1, 2004 the Senior Identification Officer in charge of Crime Scene Unit shall be paid the same salary base pay as a Patrol Detective Sergeant.

- C. Article XXIII - Civil Division Salaries: Amend last paragraph as follows:  
Notwithstanding this restructure, the 20% salary differential between Senior Deputy (Civil) and Deputy (Civil) will remain.
- D. Article VIII - Appendix A Wage Plan: Amend Paragraph 5 B(1)(b) as follows:  
Effective January 1, 2004, if such reappointment is to the rank of Senior Deputy (Civil), Sergeant, Lieutenant, or Captain, the employee shall receive the rate in the higher range that represents the appropriate differential, i.e., 20%, 20%, 15%, or 15% respectively, exclusive of any additional differential for assignment of detective duties, except that such employee shall not be placed at a longevity rate greater than warranted for years of County service.
- E. Article VIII - Appendix A Wage Plan: Delete the reference to 7.5% in Paragraph 6C and Amend Paragraph 6A as follows:  
Effective January 1, 2004, any unit employee maintaining the rank of Lieutenant who is assigned detective duties and is the supervisor of officers performing such duties shall receive a 10.9% differential above the salary of Lieutenant for the period of time such detective duties are assigned.
- F. Article VIII - Appendix A Wage Plan: Amend Paragraph 7 A as follows:  
Effective January 1, 2004, an employee temporarily required or assigned to work in a duly established position allocated to a higher hourly rate range shall, after a one-time cumulative total of 15 shifts, be paid at the hourly rate of the higher position which represents the appropriate differential in rank (i.e., 20% for Senior Deputy (Civil), 20% for Sergeant, 15% for Lieutenant, and 15% for Captain), exclusive of any additional differential for assignment of detective duties, except that such employee shall not be placed at

a longevity rate greater than warranted for years of County service.

- G. All pay scales contained in the Collective Bargaining Agreement shall be revised to conform to this Award. Any pay scales which reference Transport or Relief shall be deleted.

IV. Health Insurance:

The existing language prohibiting double or dual coverage of two (2) members of the same family who are employed simultaneously by the County was confusing. The parties agreed to include as part of the Collective Bargaining Agreement language that was similar to that negotiated between the County and other units. Consequently, the following language changes are ordered:

Article XIV - Medical, Surgical and Hospitalization Insurance and Other Benefits: Delete existing paragraph 12 and replace with the following:

Under no circumstances shall the Employer be obligated to pay for coverage for any otherwise eligible person if that person is already enrolled under any other health insurance funded by Employer.

Any person eligible for Employer provided health coverage as an employee and also as the dependent of another eligible person may be enrolled as an employee or as a dependent, but not as both.

In the case of a husband and wife, each of whom is eligible for Employer provided health coverage, both may enroll under a single family coverage or each may enroll individually. A spouse enrolled as a dependent may thereafter be enrolled in his or her individual or family capacity, without any break in coverage, if that dependant coverage is for any reason terminated.

V. Re-formulation of the Unit:

Due to certain former members of the unit having petitioned successfully to formulate a separate unit, there existed archaic or obsolete in the existing agreement. Consequently, the following language changes are ordered to the parties' Collective Bargaining Agreement:

1. Article IV Scope of the Agreement: Delete paragraph 4 and renumber old paragraph 5 as new paragraph 4.
2. Article VII Wage Plan: Delete Paragraph 2D.
3. Delete Article VIII Appendix B "Relief" salary scale on page 35.

VI. Housekeeping Issues:

Certain interim agreements and policy changes had been accepted by the parties in the period time since the negotiation of the last Collective Bargaining Agreement. Consequently, the following language changes are ordered as part of this Award:

1. The K-9 Letter Agreement (a copy of which is attached to this Award) shall be integrated into the Collective Bargaining Agreement as Appendix E.
  2. The 207c Policy (a copy of which is attached to this Award) shall be integrated into the Collective Bargaining Agreement as Appendix F. In the event that there is a conflict between the 207c policy and reference to GML 207c in the Collective Bargaining Agreement, the employees will be entitled to the most favorable benefit or application of the terms of the existing contract language or the GML 207c Policy.
  3. Article XII 4 Vacation: Delete paragraph D of the existing Agreement since it was the subject of a grievance which has rendered it moot.
  4. Article X 6: Delete this provision since it is obsolete; the members of the Task force have been compensated for many years at the same rate as Detectives and, therefore, are no longer entitled to the provisions of this paragraph.
- G. Only those unit employees who were employed by the County on the date of this Award shall be eligible for wage increases and or retroactive wage adjustments, except that employees who have died, retired or become disabled from work-related injury shall be eligible for retroactive wage adjustments for any applicable period(s)

of active service on this payroll during the contract period.

January 12, 2007.

Terry P. Grosselfinger, Esq.  
Public Employer Panel Member

January 12, 2007.

Richard P. Bunyan, Esq.  
Employee Organization  
Panel Member

January 16, 2007.

Martin F. Scheinman, Esq.,  
Chairman and Public Panel Member

On this 12<sup>th</sup> day of January 2007, before me personally came and appeared TERRY P. GROSSELFINGER, ESQ., PUBLIC EMPLOYER PANEL MEMER, to me known and known by me to be the individual described herein, and who executed the foregoing instrument and who acknowledged to me that he executed the same.

Sworn to and subscribed before me this 12<sup>th</sup> day of January 2007.

Beverly A F. Floersheim  
Notary Public

BEVERLY A. FLOERSHEIM  
Notary Public State Of New York  
#4879193  
Qualified in Rockland County  
Commission Expires March 25, 2007

On this 12 th day of January 2007, before me personally came and appeared RICHARD P. BUNYAN, ESQ., EMPLOYEE ORGANIZATION PANEL MEMBER, to me known and known by me to be the individual described herein, and who executed the foregoing instrument and who acknowledged to me that he executed the same.

Sworn to and subscribed before me this 12 day of January 2007.

BEVERLY A. FLOERSHEIM  
Notary Public State Of New York  
#4979193  
Qualified In Rockland County  
Commission Expires March 25, 2007

Beverly A Floersheim  
Notary Public

On this 16 th day of January 2007, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., CHAIRMAN AND PUBLIC PANEL MEMBER to me known and known by me to be the individual described herein, and who executed the foregoing instrument and who acknowledged to me that he executed the same.

Sworn to and subscribed before me this 16 day of January 2007.

KATE TIERNEY  
Notary Public, State of New York  
No. 01TI6136538  
Qualified In Queens County  
Commission Expires November 7, 2009

Kate Tierney  
Notary Public

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