

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

SEP 10 1976

X X

In the matter of X
Compulsory Issue Arbitration X

The Village of Port Chester X

and X

The Port Chester Police Association X

X X

CONCILIATION

AWARD

CA 0081

M 76-43

The parties were not able to agree on a contract. On February 2, 1976 impasse was declared and PERB sent in Howard Ludlow to act first as mediator and then as fact-finder.

On April 5th the Fact-Finder issued recommendations. In the main they were:

1. A one year contract
2. A salary increase of 6%
3. A longevity program of \$150. per year after 8 years, \$300. after 13 years and \$450. after 18 years.
4. Increase in educational allowance from \$525. to \$625.

On April 12, the Port Chester PBA accepted the Fact-Finder's report. The Village did not respond. At the instance of the Police Association, PERB moved the matters on to Compulsory Issue Arbitration and on June 2, 1976 designated the following members to sit on the panel, under NYS Civil Service Law # 209 (4)(c)(vi).

Philip Carey - Public Member and Chairman
Edward Saltzman, Esq. - Employer Member
Ralph Purdy - Employee Organization Member

Because of pressure from other duties, Mr. Purdy could not participate and in his stead PERB appointed John P. Henry.

The first session convened on July 22, 1976 at 10 A. M. in the Rye Hilton Inn.

APPEARANCES

For the Village of Port Chester
Robert Meehan, Esq.

For the Port Chester Police Association
Al Sgaglione, President, Police Conference
Rocco Plateroli, Port Chester Police Association
Carl P. Verrastro, " " " "
Salvatore Bambara " " " "
John Mecca " " " "
William J. Courlis, Third Vice-President Police Conference
of New York

THE RECORD

This is Compulsory Binding Issue Arbitration. To safeguard the process and in view of the possibility of a Court review, the experience of Nassau County and Justice Bernstein's order of new hearings with complete written record of all proceedings, the Chairman directed that a court reporter be engaged.

The Village refused to accept its share of this expense. At present, the Police Association is carrying the complete expense.

RULINGS

Council for the Village asked that the Arbitration proceeding take place in the Village Court Room and that the proceedings be open to the public and that they be held at 8 in the evening.

The request was over ruled on the ground that the Court Room was said to be warm and subject to interruption by passers by. Further more an arbitration is, in the opinion of the Chairman, but one of the instruments the Law in its wisdom provides for the orderly and harmonious settlement of labor management problems. It is not a arena for political action nor is it coldly juridical.

The rental of a room in the Inn seemed to the Chairman to provide the neutral place and the atmosphere of friendliness that would best bring the parties together.

Counsel for the Village asked that a reporter from the local news paper be present. The Chairman denied the request and an exception was taken.

The Employer Panel Member then asked that some four men of the Police Association be barred from the sitting. The Chairman denied the request on the ground that these men had been the elected negotiating committee and that to exclude them might

might well constitute an unfair labor practice.

The Employer Panel Member asked that the same right be granted to the Village. This was granted but with the understanding that the committee be the trustees or the elected negotiating committee.

Counsel for the Village asked that the present Arbitration proceeding begin all over "ab initio." Chairman denied this request. What had been resolved in the previous sessions of negotiating and of mediation and what recommendation the Fact-Finder had made would surely be the objects of judicial notice. The positions of both parties would, of course, have to be supported by evidence, proof and testimony.

THE ARBITRATOR'S OATH

Because of the nature of their roles, it seemed improper to have the "Advocate Arbitrators" to swear to complete impartiality.

Though an exception might have been sought, the Public Member took the oath. It was administered by the court reporter acting in her role as a notary public.

THE ISSUES

1. Length of contract
2. Existing language to be continued except where modified or amended
3. Salary increase
4. Clothing allowance for detectives
5. Educational allowance
6. Dental plan
7. Increased manning of detective bureau
8. Longevity allowance
9. Night shift differentials
10. Filling of vacancies
11. Out of title assignments
12. Labor-Management committees
13. Off-duty assignments

BACK-GROUND

The Village of Port Chester employs in its police department some men from captains to patrolmen. In the year ending March 31, '76 they had been paid \$ 891,379 an expenditure over the budget of \$ 11,379. (There was however an amount of \$ 1,500 which had been allocated for special duty patrolmen but which was not used (Vx8-pg 2)

The Village asked that it be compared with polities of similar economic circumstances and neighborhood. It suggested Peekskill, Yonkers, Ossining and Mt Vernon.

The Police Conference trucked in a trove of some forty four contracts...some from the police forces of the County and with the additions from Schnectady, Malverne and Nassau County.

All of these were studied by the arbitrators and taken into consideration in coming to judgement.

SCOPE AND STATUTORY LIMITS ON COMPULSORY INTEREST PANELS

Excerpts from Civil Service Law, Sec 209.4

iii) the public arbitration panel shall hold hearings on all matters related to the dispute.

v.) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel may, but shall not be bound to, adopt any recommendation made by the fact-finder, and shall, so far as it deems them applicable, take into consideration the following and any other relevant circumstances.

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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment

vi.) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such a period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority."

A NOTE ON THE NATURE OF COMPULSORY ARBITRATION

Compulsory interest arbitration differs radically from voluntary arbitration. (Mount St. Mary's Hosp. v Catherwood 26 NY2d 493, 502). Compulsory public arbitration involves a delegation of legislative powers. Compliance with statutory mandate of substantial evidence is imperative (Civil Service Law # 209) (Barr, The Public Arbitration Panel as an Administrative Agency...39 Albany Law Review 377, 386)

In a recent decision upholding the constitutionality of the 1974 amendments to section 209 of the Civil Service law, the Court of Appeals said that a delegation of power by the legislature to an "ad hoc" compulsory arbitration panel is accompanied by reasonable and specific standards and safeguards, the observance of which by the panel is obligatory, indeed mandatory.

Caso v Coffey, 83 Misc. 2d 614, 619, 372 NYS 2d 892, 898 (sup Ct, Sp Tm., Nassau Co. 9/17/75, Burstein, J.)

also The Report in the Appellate Division of Court of Appeals not yet in library.

CRITERIA and STANDARDS

Compulsory arbitration statutes typically set forth standards to guide the considerations of the arbitrators. Such standards serve as a practical and legal limitation on the exercise of discretion by the arbitrators.....

These criteria says Barr, can involve the arbitration panel in serious difficulties. If the "ability to pay" is literally construed, the panel must inquire into and make itself knowledgeable on matters such as.....

- budget allocations
- sources of revenue (local, state and federal)
- transferability of allocations,
- borrowing capability
- total labor costs (including other employee groups not before it)
- possible effect of its award on other employee groups

So, Barr, pg. 389.

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Item. In the opinion and AWARD of Nassau County v Nassau County Police Benevolent Association, dated March 1976 (This was the award handed down after the Court had ruled a rehearing and written record) page 2, Horace Z. Kramer esq. a witness suggested additional criteria, viz.

- whether the political entity is below its tax limitation
- where does it stand in terms of debt limitation
- its record of collecting taxes
- the assessed property valuation behind each person.
- the wealth and property of its residents.

Item. Legislative restrictions mandated in the matter of the City of Yonkers (see Vx #4) indicating the wage freeze by the Emergency Financial Control Board.

Item. Moody's Investor's Service ratings.

Item. Reports of the NYS Department of Audit and Control.

(** Appellate Decision in

THE STENOGRAPHIC RECORD

In her review of the arbitration award made between Nassau County and its Police Association, on Sept. 17 '75 (Caso v Coffey) Justice Burstein

"In making the awards...each panel operates under stringent statutory limitations provided by the Legislature alone and subject to review which includes the substantiality of the evidence and the degree of due process granted to the parties"(herd'uchsberg City of Amsterdam v. Helsby 37 NY 2d 19 pg 40-41 emphasis supplied)

"The court concludes that the hearing required by the statute is plenary and adversary and designed to develop a complete record" (City of Amsterdam v. Helsby supra p. 38; Mt St. Mary's Hosp v. Catherwood 26 NY2d, 493, 502)

Judge Burstin continued "Critical is the fact that there was no written record." The Court complained that it had a mosaic of conflicting written and oral testimony...sophistical arguments etc. on what was before the panel on the crucial issue of the ability to pay".

The Court did not vacate the award but remanded the matter to the Panel for formal hearings "This order shall ...provide that the Panel shall develop evidence relevant to the criteria of Section 209 of the Civil Service Law and make a complete written record of the proceedings in conformity herewi th."

The Village demurred at the ruling of the Chairman that such a written record of the proceedings be made on the ground that the Village was unable to pay its share of the expense of the transcription. The Association agreed that if the Chairman ruled that such stenographic report be needed, it would agree to undertake the necessary cost.

The record was made but transcription delayed delivery of the record till August 16. The sharing of the expense will be treated in a paragraph at the conclusion of this report.

1. THE LENGTH OF THE CONTRACT

The Association offered the recently expired agreement in evidence. This contract was for the period April 1 '74 through March 31 '76 (Trans P 24)

The Association asked for a one year contract to run from April 1 '76 to March 31 '77.

The Village asked for a much longer period of time in the interests of stability and calm. It opted consideration of a five year term.

The Fact-finder recommended "that there be a one-year agreement between the parties.

Arbitrator Henry quoted relevant portions of the Taylor Law... viz Section 209 4, vi. "The determination shall be binding for the period prescribed by the panel...but in no event shall such period exceed two years from ...the date of the determination by the panel.

ABILITY TO PAY

The Village through its thorough and able counsel demanded that the police be put on a wage freeze because of its inability to raise the needed revenues. It submitted a note from the Personnel Director of the City of Yonkers (Vx#4) "You may also be aware that we are operating under a wage freeze imposed by an Emergency Financial Control Board. This wage freeze does not expire until June 30, 1977."

The report of Howard T. Ludlow, Fact-finder Village of Port Chester and P C Police Association (4/5/76) states the case this way. "In general, the Village Manager emphasized the desire of the government of Port Chester to avoid any increase in the tax burden during the coming year in an effort to restore economic confidence within the municipality. In fact, it was brought out that the Village intended to offer the residences a slight tax decrease as an indication of sound municipal budgeting."

The Village submitted a letter from the State Department of Audit and Control (Agnes E. Nash to Edward Saltzman 8/22/'75) warning against "budgetary Overspending"

1973 -1974

Estimated Revenues	\$ 4,491,580		
ACTUAL Revenues	\$ 4,446,866	Deficiency	\$ 44,713
Appropriations	\$ 4,491,580		
Expenditures	\$ 4,597,765	Overexpenditure	\$ 106,185
			\$ 150,899
TOTAL 1973-1974 Revenue deficiency and overexpenditure			

1974 - 1975

Estimated Revenues	\$ 4,938,887		
ACTUAL Revenues	\$ 4,637,563	Deficiency	\$ 301,323
Appropriations	\$ 4,938,887		
Expenditures	\$ 4,967,474	Overexpenditure	\$ 28,587
			\$ 329,911
TOTAL 1974-1975 Revenue deficiency and Overexpenditure			

It is patent from the record that past budgetary overspending and fiscal irresponsibility have put the present management in serious financial difficulties.

To express the situation in a brief compass Mr. Peter A. Pakey, the Village Manager submitted a resume of the audit report of Ernst & Ernst for the year '75-'76. It is Village Exhibit # 7 and is to be compared with the complete report (Vx #6)

FUND BALANCE

(DEFICIT)

Deficit as of April 1, 1975	\$ (1, 124, 000)
Funded through 1975- 1976 budget	\$ 375, 000
TO BE Funded from future budgets	(749, 000)
Provisions for funding by Deficit Financing	
BANS	\$ 550, 000
TANS	86, 000
	\$ 636, 000
Deficit not provided for (assumes balanced budget)	\$(111, 000)
Excess of expenditures over revenues 1975-1976	\$(221, 000)
Actual unfunded deficit	\$(332, 000)
Deficit as of April 1, 1975	\$ (1, 124, 000)
Deficit as of March 31, 1976	\$ (970, 000)
Reduction in deficit	\$ 154, 000
Provided in 1975-1976	\$ 375, 000
	\$ (221, 000)

OTHER CONSIDERATIONS ON THE "ABILITY TO PAY"

the tax cut of 1976

A tax cut would seem feasible if large surplusses occur. But despite the fiscal perils indicated above, the Administration announced a tax rate cut for the year 1976-1977. This will be spelled out in the following page.

Assessed valuation of real property (including Special Franchise)	Tax Rate per M	Revenue
'74-'75 \$66,358,481	56.6249	\$ 3,757,542
'75-'76 \$64,743,138	62.161	\$4,024,498
'76-'77 \$64,704,651	62.130	\$4,023,828

This .031 reduction in the tax rate will mean a diminution of \$ 20,077 in tax revenue.

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COMPARABILITY WITH NEIGHBORING COMMUNITIES

Counsel for the Village offered a 1975 survey of the over-all property taxes of Westchester County to indicate that the people of Port Chester bore a heavy tax load. This survey had been prepared by the County Planning Board. It indicated that the Village of Port Chester had an over-all tax rate (when equalized) of \$ 42 per thousand "and that approximately one half the communities in Westchester are less heavily taxed than Port Chester" (post hearing letter July 27 '76).

Calculations from these sheets indicate that the mean tax rate for the County communities is \$ 46.20 and that of Port Chester's was \$ 42.50. Yet, in the final analysis such figures are misleading. They do not take into account the quality and quantity of services supplied. e.g. the rate for school districts varies from 71 for Port Chester to 147 for Eastchester town and 76 for Mamaroneck. Nor are the values upon which assessments are made, given.

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COSTS OF CARRYING THE DEBT

A cursory computation of the cost of interest for the outstanding bonds would indicate that the financial people and the banks get an annual \$179,956. These figures are gleaned from the Auditor's '75-'76 report pgs 13 & 14.

HAS THE VILLAGE REACHED THE CONSTITUTIONAL DEBT LIMIT?

Mr. Meehan counsellor for the Village spelled out in careful detail the matter of debt limitation. Basically the tax on real estate cannot exceed 2% of the average full value of such real estate (N. Y. S. Constitution, Article VIII Section 10)

"For the fiscal year April 1, 1976 to March 31, 1977 the figures for Port Chester as reported by the State Equalization Board is \$ 224, 213, 540.00 Thus, the tax limit for 1976-1977 is \$ 4, 484, 270 plus certain exemptions....."

"The margin below constitutional limitation is \$ 830, 534. 80"

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THE VILLAGE RECORD IN COLLECTING TAXES

The 1976 Ernst & Ernst report indicates that there are at present some \$ 212, 435 non current arrears in taxes receivable. This represents approximately 5% of the current annual real estate tax appropriation.

This is a relatively low figure. Nassau County had 0.5% and New York City is said to be 7%.

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THE VILLAGE BORROWING CAPACITY

Moodys Investor Service gives Port Chester a rating of " A ".

This is defined as follows: "Possesses many favorable attributes and are to be considered as upper, medium grade obligations. The factors giving security to principal and interest are considered adequate but elements may be present which suggest a susceptibility to imparment some time in the future."

For comparison solely, Larchmount carries the same rating but Mt Vernon holds a rating of "A plus".

THE POLICE ASSOCIATION'S CASE FOR A SALARY INCREASE

The Police Association filed an immense mound of evidence. Mr Al Sgaglione, President of the Police Conference of New York offered some fifty-three contracts in support of his case. They ranged from Schnectady and Bethlehem to Malverne Village and Nassau County.

Counsel for the Village voiced vigorous objection on the basic grounds that "they were neither relevant nor material." Port Chester he maintained has the problems of an older industrial community with high welfare costs and a low tax base. It is different.

Chairman overruled these objections. It is true that the proceeding is an "adversary" one but the Panel must by Statute (Section 209 (v)) must make a just and reasonable determination of all the matters in dispute" and must therefore hear all the proposals of either party.

Mr Sgaglione defended the admission of his deluge of agreements. It was the only way he could demonstrate that up and down the Eastern part of New York State there were the same general characteristics of police work. There are the ever recurring tours of night work and the week end duties , the disagreeable task of curbing the liberties of fellow human beings and the ever present danger to life and limb that is the unhappy lot of a policeman.

One may question whether contracts from Nassau, Suffolk and New York City are really relevant since these communities have a remote relationship, historically, geographically and governmentally with the village of Port Chester. The same may be said of compacts from across the Hudson, from Spring Valley, Clarkstown, Orangeburg and Rockland County. These agreements from distant areas were admitted, considered and given judicial notice.

The agreements with neighboring communities were more closely examined, especially portions dealing with rates of pay, longevity and other significant working conditions.

One of the parties submitted a study of bench-mark salaries for police forces of the thirty three political entities of the County. These rates averaged \$ 15,052 for '76 and \$ 15,846 for contracts terminating in '77.

Another set of tables was offered but this was flawed because the communities

of Eastchester, Buchanan, Croton, Irvington, Larchmount and Pelham were for the year 1974 and would tend to be appreciably lower.

The PBA exhibits were carefully studied. A listing of some of the numbers is tabulated below

PBA #	Rpt pg	Community	6/76	12/76	6/77
6	11	(v) Pelham c	14,685		15,567
7	11	(v) Bronxville c	16,525		17,765
11	13	(t) Bedford c	16,500	17,000	
12	14	(v) Briarcliff c	15,700	16,300	
		(v) Croton			
		(v) Chappaqua			
13	15	(v) Dobbs Ferry ff	15,250 (?)		
14	17	(v) Elmsford ff	15,400	15,977	
15	18	(t) Eastchester ff	16,298		
16	19	(t) Greenberg ff	17,039		
17	20	(t) Harrison c	15,230	16,030	
18	20	(v) Hastings c-ff	16,083	16,683	
19	21	(v) Irvington c			
20	23	(v) Larchmount c	15,200		
21	23	(t) Mamaroneck ff c	16,200		
22	24	(v) Mamaroneck ff	16,773		
23	24	(v) Mt Kisco			
		(v) Mt Pleasant			
24	24	(c) Mt Vernon ff	15,700		
25	25	(t) New Castle	16,350		
26	26	(v) North Tarrytown ff			
27	27	(t) Ossining ff		16,090	

28,	28	(v) Ossining ff	15,429	
29	28	(v) Pelham Manor ff		
30	28	(v) Scarsdale ff	15,600	17,000
31	29	(v) Tarrytown ff	15,162	16,431
32	30	(v) Tuckahoe ff		
33	30	Westchester Cty	16,460	
34	31	(c) White Plains ff	14,990	
35	32	(c) Yonkers ff		
36	33	(t) Yorktown	15,593	
38	36	(c) Peekskill a	14,747	
40	37	(c) New Rochelle a	14,765	
50		(v) Briarcliff Manor		16,300
	51	(v) Croton	15,843	
	53	(t) Rye	15,803	

In the foregoing . ff =, fact-finder recommendation
a = arbitrator's award
c = contract

The averages of these agreements come out as follows:

The average salary of the nine contracts of	1/1/'76 is	16,717
" " " sixteen "	6/1/'76	16,478
" " " five "	1/1/'77	16,683
all		16,626

The scale in the contract of the Portchester Department recently expired
provided for \$ 15,265.

The PBA stressed that throughout the State and in neighboring communities the salaries paid policemen had risen substantially. Port Chester had been midway in the County in the past but the position of the men at present was poor. Port Chester police work is very intensive. This was demonstrated by the attempts to gun down Officers Kennedy and Sutra and by the voluntary drive by the citizens to donate money to purchase bullet-proof vests for its patrolmen.

The Village is in financial difficulties. This is primarily due not to such illnesses as have overtaken Buffalo and Newburg but more to fiscal mis management as the State Department of Audit and Control has been making objections to. Surely any decent citizen cannot but applaud the present efforts to correct these past evils, but it does not seem fair to visit the sins of the Civic Fathers upon the municipal employees nor should Village workers be asked to subsidize the welfare of the community by their personal sacrifice. " I cannot ignore the responsibility that a municipality has to pay adequate wages to those who provide it with essential services" wrote fact-finder Ludlow on page 4 of his report (M 76-43).

"There must be equity", he continues for the members of the Police Department just as there should be fairness for the tax payers who receive and enjoy the benefit of the services provided by their law-enforcement personnel."

Mr Ludlow was luminous in his analysis of the wage rates paid by the Town and City of Rye, White Plains and other neighboring communities and he concludes "Though I fully understand the financial limitations presently faced by the employer, I cannot support the view that the municipality freeze existing salaries."

The fact-finder reported that the cost of living had stabilized somewhat and his estimation the Consumer Price Index would hover around the 7% mark for the foreseeable future. The latest statistics issued by the US Labor Department for the NY-NJ Met Region sent out for July '76 were 176.7. July a year ago, the figure was 166.6 very, very near the 6% mark. "if therefor we think in terms of a modest increase for police officers based upon local averages and if we attempt to include in this increase the desire to recover most of the CPI estimate, we end up with a salary raise that is not as high as the police would like to see it but is not at the same time completely out of reach for the municipality."

The fact-finder recommended a salary increase of 6%

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LONGEVITY

Longevity is a term increasingly found in police agreements. This provision aims at rewarding mature development in the exercise of police science. It also tries to encourage older (and presumably, wiser) officers to remain on the force.

Mr Sgaglione testified, pgs 11 to 40 in his case that there were only twelve of the thirty five departments in the county that did not make provision for a "longevity clause".

Mr Pakey stated that Port Chester was in no financial position to consider a longevity arrangement.

Mr Ludlow, the Fact-finder noted "that it is apparent that a substantial number of municipalities do have some kind of [longevity] system for their police departments"

He therefor recommended that there be a longevity program providing for the sum of \$ 150 at the completion of eight years of service, another \$ 150 at the completion of thirteen years of service and a third payment of \$ 150 at the completion of eighteen years of service.

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A question of an "educational allowance" had been introduced but the parties were able to reach an agreement and the matter was withdrawn.

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LONGEVITY PROVISIONS IN WESTCHESTER COUNTY

PBA #	Rpt pg	Community	
6	11	Pelham (c)	2%
7	12	Bronxville (c)	5/1% ; 10/2% ; 15/3%: 20/4%.
11	11	Bedford (c)	5/\$250; 10/\$250; 15/\$250; 20/\$250
12	15	Briarcliff (c)	7/\$250; 12/\$250 17/ \$200
13	15	Dobbs Ferry (c)	7/\$ 150; 10/\$200; 15/\$300 20/\$ 400
16	18	Greenburg (c)	7/\$50; 10/\$ 100 15/\$ 300
17	20	Harrison (c)	10/\$100 19/\$ 600
18	20	Hastings (ff)	5/\$125; 15/\$100
21	23	Mamaroneck (t) (c)	10/\$100 ; 15/\$150; 19/\$200; 25/\$250; 30/\$300
23	24	Mt Kisco (c)	5/\$ 150; 10/\$300
26	25	No. Tarrytown	5/\$100; 15//\$300; 20/ \$400
27	27	Ossining (t)	4/\$175; 8/\$325; 12/\$450; 16/\$550
30.	28	Scarsdale (ff)	10/\$200; 15/\$300
31	29	Tarrytown (c)	5/\$100; 10/\$200; 15/\$300

SEP 10 1976

A W A R D

CONCILIATION

Upon a careful review of all the facts, the allegations and arguments made before it, it is the view of a majority of this panel that the Fact Finder's recommendations be accepted and we, therefor AWARD as follows:

1. That each employee in the bargaining unit receive six percent (6%) increase in wages retroactive to April 1st, 1976.
2. That the employees shall receive their respective increases covering the period from April 1st to August 1st in a lump sum, payable in the first pay period after October 19th, 1976 .
3. That the current agreement run from April 1st, 1976 to March 31st, 1977.
4. That there be set up a longevity program providing for the payment of \$ 150 on the completion of eight years of service; another \$ 150 at the completion of thirteen years and a third payment of \$ 150 on the completion of eighteen years of service.

Dated, New York, N. Y.
September 2nd 1976

Philip Carey Arbitrator

State of New York) ss.:
County of New York)

On this 2nd day of September 1976 before me personally came and appeared Philip Carey, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Concurs :

John P. Henry
John P. Henry, Arbitrator

State of New York)
County of Westchester) ss.:

On this day of September 1976 before me personally came and appeared John P. Henry, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

John Martin Purdy
John Martin Purdy
Notary Public, State of New York
No. 65-6176230
Qualified in Westchester County
Term Expires March 30, 1977

Dissents :

Edward Saltzman, Arbitrator

State of New York)
County of Westchester) ss.:

On this day of September 1976 before me personally came and appeared Edward Saltzman, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

