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February 2, 1979

Ms. Vera Scadura  
Public Employment Relations Board  
50 Wolf Road  
Albany, New York, 12205

FEB 8 1979

CONCILIATION

Re: PERB: Public Arbitration Panel  
Case No. IA-31:M77-596  
Village of North Tarrytown  
-and-  
North Tarrytown Police Bargaining Committee

Dear Ms. Scadura:

Enclosed please find copies of the Public Arbitration Panel's Award in the above entitled case. Copies have been forwarded to the Parties and to my fellow Panel members. A summary of the Award is as follows:

- (1) The length of the Agreement is for two years, namely from June 1, 1977 through May 31, 1979.
- (2) Salaries shall be adjusted as follows:
  - (a) Retroactive to June 1, 1977, a salary adjustment of 4% (equivalent to \$637 for a First Grade Patrolman), which places a First Grade Patrolman at \$16,568;
  - (b) Retroactive to December 1, 1977, a salary adjustment of 4% based upon the May 31, 1977 salary of \$15,931 (equivalent to \$637 for a First Grade Patrolman), which places a First Grade Patrolman at \$17,205;
  - (c) Retroactive to June 1, 1978, a 6% increase (equivalent to \$1,032 for a First Grade Patrolman), which places a First Grade Patrolman at \$18,237.
- (3) Inclusion of five weeks vacation after twenty years of service to the existing vacation schedule.
- (4) Payment of triple time for holidays worked shall be eliminated from the Agreement; said elimination to be retroactive to December 31, 1978.

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- (5) Retroactive to June 1, 1978 a Welfare Fund. The Village contributes \$100 for each member of the Bargaining Unit; administered by PBA to purchase life insurance, dental, optical, prepaid legal services, prescriptions. May not be used to pay cost of any legal action against the Village or any of its officials. Quarterly financial reports and annual audit reports shall be submitted to the Village.
- (6) Mileage Allowance: Retroactive to June 1, 1977, 14¢ per mile; retroactive to June 1, 1978, 17¢ per mile.
- (7) The PBA request for an increase in differentials, longevity, night differential, overtime, holidays, personal days, dental plan, optical plan, insurance, uniform allowance, educational benefits, severance pay and false arrest insurance are denied.
- (8) The Village's request for the elimination of double time for holidays not worked, forty hour work week, longevity, sick leave, personal days, and past practice clause are denied.

Enclosed please find a copy of the bill sent to the Parties in relation to this case.

Thank you for the opportunity to serve.

Very truly yours,

PAUL G. KELL,  
Arbitrator

PGK:maa  
Encl.

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF THE ARBITRATION BETWEEN: :  
VILLAGE OF NORTH TARRYTOWN :  
-and- : PANEL'S  
NORTH TARRYTOWN POLICE BARGAINING COMMITTEE : AWARD and OPINION  
CASE NO. IA-31: M77-596 :

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The PUBLIC ARBITRATION PANEL (hereinafter referred to as the "PANEL"), composed of JOHN HENRY Police Appointee, JAMES J. TIMMINGS Village Appointee, and PAUL G. KELL Chairman, was appointed in accordance with the procedures of the New York State Public Employment Relations Board to inquire into the causes and circumstances of the continued impasse between the VILLAGE OF NORTH TARRYTOWN (hereinafter referred to as the "VILLAGE") and the NORTH TARRYTOWN POLICE BARGAINING COMMITTEE (hereinafter referred to as the "POLICE"), and to render an Award accordingly.

The Arbitration Hearing was held in North Tarrytown, New York, on July 6, 1978. The Parties submitted Post-Hearing Briefs and Reply Briefs. All of the evidence having been presented the Arbitration Hearing was accordingly closed on October 20, 1978.

The Panel met in Executive Session on December 19, 1978. After due and deliberate consideration on all of the evidence, facts, exhibits and documents presented, the following is the Panel's Award:

APPEARANCES:        FOR THE VILLAGE:

ARTHUR S. OLICK, ESQ., of Anderson, Russell, Kill & Olick, Esqs.,  
Attorney for the Village;  
PHILIP E. FEGARELLI, Village Trustee.

FOR THE POLICE:

JOHN HAROLD, ESQ., of Harold & Salant, Esqs.;  
Attorney for Police;  
CHRISTOPHER HAROLD, of Harold & Salant, Esqs.,;  
Attorney for Police;  
CARMEN DE FALCO, Chairman Police Bargaining Committee;  
WALTER SCHRANK, Member Bargaining Committee.

IN GENERAL:

(A) The dispute involves the continued impasse between the Village of North Tarrytown and the North Tarrytown Police Bargaining Committee for an Agreement retroactive to June 1, 1977. Pursuant to continued impasse, on April 26, 1978 the New York State Public Employment Relations Board appointed the three member Public Arbitration Panel in accordance with Section 209.4 of the Civil Service Law.

(B) The Parties at the Arbitration Hearing submitted 26 issues, 18 for the Police and 8 for the Village namely:

Police Demands:

Issue #1: Old Contract except as amended.  
Issue #2: Salaries:  
(a) Differential for Patrolmen and Sergeants;  
(b) Differential for Sergeants and Lieutenants.  
Issue #3: Longevity  
Issue #4: Night Differential  
Issue #5: Overtime  
Issue #6: Vacations  
Issue #7: Holidays  
Issue #8: Personal Days  
Issue #9: Dental Plan  
Issue #10: Optical Plan  
Issue #11: Insurance:  
(a) Life Insurance  
(b) Retiree Insurance  
Issue #12: Uniform Allowance  
Issue #13: Welfare Fund  
Issue #14: Educational Benefits  
Issue #15: Severance Pay  
Issue #16: False Arrest Insurance  
Issue #17: Mileage Allowance  
Issue #18: Duration of Agreement

Village Demands:

Issue #19: Double Time for Holidays not worked.  
Issue #20: Triple Time for Holidays worked.  
Issue #21: Forty hour work week.  
Issue #22: Longevity  
Issue #23: Sick Leave  
Issue #24: Past Practice Clause  
Issue #25: Salaries  
Issue #26: Personal days

(C) The "Position" of the Parties is intended to reflect a summary of the Parties' positions, and is not intended to be all inclusive. The "Discussion" of the Panel is intended to reflect some of the major evaluating factors used in the Award and is not

intended to be all inclusive.

(D) In evaluating requests for economic improvements the Panel, in addition to other criteria has given weight to the Consumer Price Index (CPI), position of the PBA in relation to other County communities, PBA settlements in other County communities, the financial position of the Village including the tax structure, the ability to pay, and the total new money awarded in this report.

(E) In considering requests for changes in non-economic contract language and contract terms, the Panel, in addition to other criteria, has considered the need for these changes as witnessed by the evidence presented by the Parties, as well as the effect of these changes, and the problems that has arisen during the contract terms which necessitates suggestions and support the changes.

(F) The Panel has considered all of the evidence, facts, testimony, and exhibits submitted by the Parties, including their testimony at the hearing, the Parties' Post-Hearing Briefs and Reply Briefs; the following constitutes the Panel's Award.

PERTINENT SECTIONS OF STATUTORY PROVISIONS: SECTION 209.4:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

(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.

POSITION OF THE PARTIES & DISCUSSION:

ISSUE #1: OLD CONTRACT EXCEPT AS AMENDED:

POSITION OF THE PARTIES:

The PBA requests the "old contract except as amended". It argues that the 1974-75 Contract was amended by the Interest Arbitration Award which covered the period June 1, 1975 to May 31, 1977: that accordingly there is a contract and same should be continued except as amended by the current Interest Arbitration.

The Village argues that "continuation of the expired contract except as amended" is acceptable provided it contains the changes requested by the Village, namely: (1) All policemen shall work a forty hour week (Issue #21); (2) Holidays shall be paid for at single time rates, and work on holidays shall be paid for at double time rates inclusive of annual salaries and not in addition thereto as at present (Issue #19 and #20); (3) the past practice clause shall be deleted (Issue #24); and (4) Personal Leave shall be granted only for urgent personal business which cannot be attended to during other than regular tours of duty all upon timely presentation in writing of the reason for such leave (Issue #26).

DISCUSSION:

Specific note is taken that the changes requested by the

Village will be addressed under Issues 19, 20, 21, 24 and 26; each of these Issues will be discussed in this Report and will be decided on its merits.

The record shows that there was an agreement covering the period June 1, 1974 to May 31, 1975, which was followed by an Interest Arbitration Award covering the period June 1, 1975 to May 31, 1977. The 1975-77 Arbitration Award modified the 1974-75 Agreement. The Parties have been operating under the previous Agreement as amended by the 1975-77 Interest Arbitration Award. Accordingly the 1974-75 Agreement as amended by the previous Arbitration Award should be the basis for changes and should be the basis from which this Arbitration Panel considers the issues at impasse. Stable labor relations requires a finding that there is merit to the position that it should be the "old contract except as amended" by this Arbitration Award.

ISSUE #18: DURATION OF AGREEMENT:

POSITION OF THE PARTIES:

The PBA proposes a two year agreement covering period June 1, 1977 to May 31, 1979. The Village notes that since the first year of the agreement has expired and since four months of the next fiscal year has passed, the Village joins the PBA in requesting that the Award be rendered "covering two years"; namely June 1, 1977 through May 31, 1979.

DISCUSSION:

Since both Parties have agreed that the Arbitration Award should cover the two year period, June 1, 1977 through May 31, 1979 the Panel's Award will cover the period June 1, 1977 through May 31, 1979.

ISSUE #4: NIGHT DIFFERENTIAL:  
ISSUE #5: OVERTIME:  
ISSUE #21: FORTY HOUR WORK WEEK:

POSITION OF THE PARTIES:

The PBA requests a night differential of 5% for the 4:00 p.m. to 12:00 midnight tour, and 10% for the 12:00 midnight to 8:00 a.m. tour; they note that currently no night differential exists. The PBA argues that the "nature of the patrolman's employment" support the concept of a night differential; that "round the clock" shifts upset the home and social life; and that this concept is "common-place" in private industry. The PBA notes that Yonkers and Ossining do pay night differentials.

The PBA requests time and one-half for "any overtime work"; they note that currently an officer is paid at straight time for such overtime hours, or at his option, compensatory time off; they cite a list of other municipalities that pay overtime.

The Village opposes the night differential, noting that police hours are "routinely and regularly rotated" with round the clock shifts inherently "part of the job", and are reflected in the base salary, early retirement and large number of days off; that this is a "new and unique benefit" and that "virtually no municipality recognizes premium pay for routine night shifts worked by all officers"; and that the PBA claim that there are those who are "not regularly assigned to night tours" is "unsubstantiated".

The Village opposes granting of Overtime and notes that at present overtime is paid in cash at straight time rates or with compensatory time off; that few municipalities permit their police officers the option of compensatory time; that this is an additional expense which would provide a "questionable advantage" to the police and would be an "undue burden" to the Village. The

Village also notes that this was rejected by the last Arbitration Panel as "burdensome".

The Village requests that the work week be "40 hours"; it argues that it seeks to "clarify" the regular work hours with a "precise definition" of the term "daily tour".

The PBA opposes a change in the current work week noting that the present provision "could not be more clear", and that the need for same is "unsupported"; and that the prior Arbitration Award denied such a Village request.

#### DISCUSSION:

On the issue of Night Differential, there is no evidence to dispute the Village position that "virtually no municipalities grant premium pay where shifts are routinely and regularly rotated"; in fact the PBA cites only two other county units that grant same. Specific note is taken that comparisons with private industries are not valid. Valid comparisons require consideration of all of the factors necessary in proper job evaluation; none of these factors were presented and accordingly valid comparison should be between like units, namely between police and police. In making a determination, this Panel has compared the PBA to other County PBA units. This comparison does not support a finding for the granting of night differential.

On the issue of Overtime, the evidence shows that the current practice is to grant payment in cash at straight time rates or grant the patrolman the option of "compensatory time". Note is taken that this PBA request was rejected by the last Interest Arbitration Panel. When noting the above and when noting the recommendations made by the Panel on salaries (Issues #2 & 25), there is no evidence which warrants the current granting of this benefit.

On the Village request for work week of 40 hours: there is nothing in the evidence to support a change in the work week, and note is taken that this request was rejected by the previous Interest Arbitration Panel. The Village has not substantiated that problems have been created by the current provision and therefore has not substantiated that the current Agreement requires "clarification".

ISSUE #6: VACATION:

ISSUE #7: HOLIDAYS:

ISSUE #8: PERSONAL DAYS:

ISSUE #26: PERSONAL DAYS:

ISSUE #23: SICK LEAVE:

ISSUE #19: ELIMINATION OF DOUBLE TIME FOR HOLIDAYS NOT WORKED:

ISSUE #20: ELIMINATION OF TRIPLE TIME FOR HOLIDAYS WORKED:

POSITION OF THE PARTIES:

The PBA proposes improvements in the vacation schedule. The current contract provides for 3 weeks after 1 year and 4 weeks after 10 years. The PBA proposes 20 working days after 1 year, 25 working days after 3 years; 30 working days after 5 years. The PBA notes that while vacation schedules in the early part is "fair", that 10 years, 15 years and 20 years other police units have a "more favorable vacation schedule".

The PBA requests an increase from 12 holidays per year to 14 holidays per year. The PBA argues "a moderate increase" in the number of paid holidays is warranted, noting that three other units provide better holiday schedules.

The PBA requests an increase from 3 to 5 personal days per year, and argues that based upon comparisons of other units the "modest increase" is warranted.

The Village requests that personal days be "defined" so that it can only be granted for "urgent personal business which cannot be attended to during other than regular tours of duty all upon timely presentation in writing of the reasons for such leave".

The Village notes that it does not intend to reduce the number of personal days but rather to "control the abuse". It notes that personal days was never intended as additional vacation or holiday time but was designed to deal with "emergency situations" which may occur "infrequently" and require attending to "on working time".

The Village also seeks to eliminate the "unlimited sick leave" and substitute in its place 20 days per year. The Village argues that this is a "costly item" which was an "outgrowth of the paternalism" existing before the Collective Bargaining, and should be eliminated at least for "new members" of the police department.

The PBA opposes change in the current personal leave provision, arguing that a change is unwarranted and there is no showing of abuse. The PBA also argues against a change in the current unlimited sick leave noting that other municipalities do provide unlimited sick leave; and that this provision is "clearly prevalent" in Westchester County, also arguing there is "no showing of abuse".

The Village opposes increases in vacations noting that the previous Arbitration Award found that PBA "enjoy a more generous vacation plan than most of its neighbors": that it ranks among the highest in Westchester County and therefore no change is warranted.

The Village also opposes a request for additional holidays noting that the PBA request for two additional holidays would place them "first" in Westchester County; that holidays are not days off but are bonuses, are paid in cash, are disguised salary payments; that only 9 Villages recognize more than 11 holidays and none recognize 14; accordingly no change is warranted.

The Village requests elimination of double time for holidays not worked and triple time for holidays worked. It notes that currently the Village grants 12 paid holidays "whether worked or not worked", for which the PBA receives "extra cash payments"; that if a man is off on designated paid holidays, he is paid double time and if a man works on a holiday he is paid triple time. It argues that there is "no justification" for this practice and it is "not common" in the County; that there are "no holidays, weekends or night work" in a policeman's regular work year; that if a policeman's tour falls at a time or on a day otherwise designated as a holiday, he is entitled to nothing "extra": and that it is simply part of the job and the present practice "grew inadvertently", demands rectification, and is a benefit "too expensive" to be continued.

The PBA argues that double time and triple time is a benefit enjoyed by the PBA for "sometime", and that the PBA has spent time and effort protecting this contractual right; that other police units pay triple time for all holidays worked, and some pay triple time for select holidays actually worked, some pay two-and-one-half-times for select holidays worked; that accordingly premium pay for holidays worked is "quite common" in Westchester County, and that holiday pay is "exclusive" of annual salary.

DISCUSSION:

On the issue of vacations, the evidence does not warrant a finding for a change through the 10 year period; the PBA is comparable within said period. However there is merit that when compared with other units the schedule warrants improvement beyond

the 10 year period. There should be improvement after 20 years of employment, and said improvement should be in the second year of the Agreement.

On the question of sick leave, there is no merit to warrant a change in the unlimited sick leave provision. No evidence was presented that the current provision was abused or the number of days excessive. Therefore no change is warranted.

On the issue of personal days, there is no evidence to warrant additional personal days. Note is taken that two additional personal days were granted by the previous Interest Arbitration Award. On the issue of a change in "definition" for personal days, the evidence does not show the need to "control the abuse" since the documentation submitted does not support a finding of abuse. The evidence shows that the number of personal days was not "excessive", and therefore no change is warranted.

On the issue of Holidays, there is no evidence to warrant a finding for an increase in the number of holidays; the PBA itself cite only 3 other units which grant more than 12 holidays. On the issue of elimination of double time for holidays worked, since the Village may require the PBA to work on holidays, the current provision of payment for holidays in addition to salary should be continued. There is however merit to the elimination of additional compensation for holidays worked; since the PBA will be paid for holidays in addition to salary, there is no merit for additional compensation for holidays worked. Payment should be made for the 12 holidays in addition to salary whether holidays are worked or not worked, without additional compensation if required to work on a holiday. Where an employee is paid for a holiday in addition to salary, no additional compensation is warranted if required to work on any of the 12 listed holidays. Accordingly triple time for holidays worked should be eliminated; said elimination to be retroactive to December 31, 1978.

ISSUE #9: DENTAL PLAN:  
ISSUE #10: OPTICAL PLAN:  
ISSUE #11: INSURANCE:  
ISSUE #12: UNIFORM ALLOWANCE:  
ISSUE #13: WELFARE FUND:

POSITION OF THE PARTIES:

The PBA requests a Dental Plan "fully funded" by the Village to cover both employee and dependents, noting that currently no such provision exists. The PBA notes that comparison with other Villages warrant the granting of same; that some municipalities pay 100%, some pay 50%, others pay a flat amount, and some contribute in lieu thereof to a Welfare Fund.

The PBA requests an Optical Plan "fully funded" by the Village to cover both employees and dependents, noting that currently no such provision exists. While the PBA acknowledges that an Optical Plan is "not common" to Police, it notes that it is common in private industry and is included in a number of blue collar contracts. The PBA notes that this benefit could be provided under the Welfare Fund.

The PBA proposes increase from \$6,000 Life Insurance to \$15,000 per employee and further a \$5,000 Life Insurance policy for officers retiring after June 1, 1977; that based upon a comparison to other units the present insurance policy should be "brought into line" with the true needs of the deceased family; and that "reduced life insurance for retirees is justified because it is given at a time when life insurance is most needed and least affordable on a retiree's salary.

The PBA requests an increase in uniform allowance from \$200 per year to \$350 per year arguing that its proposal for the purchase and maintenance of uniforms is "most reasonable"; that the condition of the uniforms reflects on the community and instills pride in each individual police officer.

The PBA requests that the Village contribute each June 1, \$100 per member to a Welfare Fund, to be used by and administered by the Association "as it sees fit for the benefit of members of the Association". It notes that this could be "in lieu" of the Village providing separate benefits, and notes that the tax savings "cannot be over-estimated". The PBA notes that it will provide the Village with quarterly and annual reports; and that Welfare Funds are becoming "more common" for public employees generally, including that it exists for police units, blue collar employees, and school district employees.

The Village opposes inclusion of a dental plan and optical plan arguing that these are "new fringe benefits" and that the current benefit package is "comparable" with surrounding communities; that the majority of villages do not provide dental plans and no Westchester police unit has an optical plan; that on both a comparable and cost basis inclusion is "unwarranted".

The Village opposes an increase in Life Insurance noting that this represents an increase in premium cost at 150%; that the majority of other units do not have life insurance in excess of \$6,000, also noting life insurance under the retirement plan and that the Village is in the "mainstream"; and accordingly no change is warranted.

The Village opposes increase in uniform allowance noting that this amount was increased in the 1976 Arbitration Award; that there has been no evidence to demonstrate that the amount is "inadequate", noting that the present allowance is "standard" in Westchester County.

The Village opposes a Welfare Fund noting that there is no evidence of savings and "no delineation of benefits", and no assurance that the funds would actually be used for the "direct benefit for employees"; that since no details were proposed as to the dispensement of funds, the expenditure would be "illegal".

DISCUSSION:

On the issue of increased uniform allowance, note is taken that there was an increase under the previous Arbitration Award and there was no demonstration that the amount was insufficient, and the evidence shows that it is comparable with other County units; accordingly no change is warranted.

On the issue of a Welfare Fund, note is taken of the PBA statement that the inclusion of a Welfare Fund could "substitute" and be used for other benefits. Note is also taken of the Village statement that the PBA wants to use the Welfare Fund "as it sees fit", and same is illegal. This Panel does not find that a Welfare Fund which includes sufficient safeguards and controls would be illegal; the required safeguards and controls go beyond quarterly financial statements and annual audit reports.

This Panel will deny requests for dental, optical and further insurance as separate items. Note is taken that the Village acknowledged that dental plans exist in other units; and note is taken of the PBA statement that Welfare Funds exist in other units. This Panel find that, with sufficient safeguards and controls, the inclusion of a Welfare Fund would be an economical method for fringe benefits. The Welfare Fund sets a specific limitation on the Village's liability without requiring the Village to assume additional costs during the life of the Agreement. The Welfare Fund should be granted for the second year of the Agreement, provided sufficient safeguards and controls are included. The safeguards and controls should include not only quarterly financial reports and annual audit reports, but should also include specific limitations as to its use. The standard Welfare Fund is used for life insurance, dental, optical, prepaid legal and prescriptions. In addition to these specific limitations on the use of a Welfare Fund, there should

be a further limitation that the Welfare Fund should not be used to pay the cost of any legal action against the Village or any of its officials.

ISSUE #14: EDUCATIONAL BENEFITS:  
ISSUE #15: SEVERANCE PAY:  
ISSUE #16: FALSE ARREST INSURANCE:  
ISSUE #17: MILEAGE ALLOWANCE:

POSITION OF THE PARTIES:

The Village currently pays tuition for courses of study approved by the Chief and passed by the police officer; the PBA proposes the Village pay "hourly wages" for attending "recognized school or courses", and a "\$10.00 increment" be added to the base salary for each credit earned. The PBA argues that law enforcement and police science has become "more sophisticated", and that there is a continuing need to keep abreast of the current developments. The PBA also argues that other units receive payment beyond reimbursement for tuition and books.

The PBA proposes severance pay in the amount of "three days pay for each year completed in the service of the Village". The PBA notes that it seeks to recognize an "officer's career of service", noting that other units receive severance pay as a function of unused accumulated sick leave.

The PBA requests insurance against "false arrests and civil suits" stemming from actions in the line of duty; it notes that it is the intent to be "completely held harmless in any criminal or civil suits arising from actions performed in the line of duty", and seeks to transfer liability to the Village in those instances where the Village has "directly or indirectly" required its officers to act or place in their hands the responsibility "to exercise their discretion".

The PBA requests a mileage allowance of 50¢ per mile for use of personal vehicles "from his home to any court, grand jury, motor vehicle hearing or any occasion" in which he is required to use his own vehicle noting that no current provision exists. It notes that IRS presently permits "17¢ per mile as a mileage allowance" and that the increased cost of gas and automobile maintenance support "reimbursement".

The Village opposes a change in the educational benefit noting that only three County Villages granted this demand, that it is unable to afford the expense involved and does not recognize "justification" for said benefit.

The Village opposes inclusion of the severance pay noting that the PBA has not offered any "justification" for its adoption; that the PBA enjoys "generous vacation, holiday and leaves" as well as early retirement; including unlimited sick leaves. That severance pay is simply an excuse for a bonus or extra pay; that no other municipality in the County grants this benefit.

The Village opposes inclusion of false arrest insurance noting that the police seeks a "licence for negligence", and that the cost would be "prohibitive" and is against public policy; and that no other municipalities has included this provision.

On mileage allowance the Village notes that it now provides 14¢ per mile to "all employees" who are required "to use their personal vehicle on official business"; and therefore argues that the PBA demand should not be granted.

DISCUSSION:

On the issue of Educational Benefits, note is taken that the PBA exhibits only show 6 other units which are granted some form of compensation beyond that currently paid by the Village; this

number is insufficient to warrant a finding of comparability.

On the issue of severance pay, note is taken that the PBA does receive longevity as a form of "recognition of an officer's career of service", and note is taken that the Panel has denied the Village request for unlimited sick leave; in addition there is no evidence to determine the number of other units which grant severance pay in the form suggested by the PBA; accordingly there is no basis for comparability.

On the issue of False Arrest Insurance, while this Panel does not find that the PBA request for said Insurance is a "license for negligence" or is "against public policy", note is taken that no evidence was presented as to the cost of this request. The request which requires to "transfer liability to the Village in those instances where the Village has directly or indirectly required its officers to act or place in their hands the responsibility to exercise their discretion" has far reaching implications. It is a provision which would best be left to the Parties for further discussion and refinement.

On the issue of Mileage Allowance, there is merit to the PBA request that a provision should be included in the Agreement for reimbursement; however there is no merit to 50¢ per mile. The reimbursement should be 14¢ per mile for the first year of the Agreement and 17¢ per mile for the second year of the Agreement, consistent with the Village policy "where employees are required to use their personal vehicles for official business".

" ISSUE #24: PAST PRACTICE CLAUSE:

POSITION OF THE PARTIES:

The Village requests elimination of the current past practice clause, noting that it should be deleted because "it is an

invitation to grievances" and it "leaves the door open to claims of all sorts". The Village proposes a zipper clause in its place. The Village also notes that the prior Arbitration Panel suggested that this be a topic of "further negotiations".

The PBA argues for continuation of the existing Past Practice Clause noting that it is a "significant contractual benefit", and that labor management and relationships are "too complex" to permit the "written delineation" of all its terms and conditions.

DISCUSSION:

Specific note is taken that there has been no evidence to substitute the Village position that the current past practice clause is an "invitation to grievances" or "it leaves the door open to claims of all sorts"; there is no evidence that the Past Practice Clause caused an excessive number of grievances. Absent such documentation, there is no evidence to support a finding for the elimination of the existing past practice clause.

ISSUE #2:     SALARIES:  
          (a) 20% Differential between Patrolman and Sergeant;  
          (b) 20% Differential between Sergeant and Lieutenant.

ISSUE #25:   SALARIES:

ISSUE #3:     LONGEVITY:

ISSUE #22:   LONGEVITY:

POSITION OF THE PARTIES:

The PBA seeks a 25% salary increase across the board, with 12½% the first year and 12½% the second year. In addition the PBA seeks a 20% differential between the rank of Patrolman and Sergeant and 20% differential between the rank of Sergeant and Lieutenant; the 20% differential between Sergeant and Lieutenant amounts to a 40% differential over First Grade Patrolman. The

current First Grade Patrolman is \$15,931; the current differential between First Grade Patrolman and Sergeant is 12% and the current difference between First Grade Patrolman and Lieutenant is 20%.

The PBA supports its position for a differential between Patrolman and Sergeant and between Sergeant and Lieutenant by noting that other units have a Sergeant differential between 6% and 21.5%, and a Lieutenant differential between 4.5% and 39%; that 14 other units pay a greater Sergeant differential, and 22 pay a greater Lieutenant differential; that accordingly an increase in differential is warranted.

The PBA supports its position for its requested salary increase by the submission of a series of documents including Urban Family Budget, Cost of Living Increases as reflected by the rise in CPI, Private Industry Settlement, and a series of contracts covering some 38 Police Agreements and Interest Arbitration Awards.

The PBA argues that the salary increase should be greater than the "erosion" caused by the rise in the CPI; that same requires a salary increase "greater than 5.4%" for the first year of the proposed contract, and "greater than 8.4%" for the second year of the proposed contract; that these percentages reflect increase in CPI from May 1977 to May 1978, and an estimated increase in the CPI for 1978-79. The PBA argues that they have "fared poorly" when compared to private industry, and have "fared poorly" when compared to PBA units in neighboring communities. The PBA notes that when considering the intermediate urban family budget, changes in the cost of living, private industry settlements, and comparable police salaries, the requested increase is "justified".

The PBA disputes the Village's claim of "inability to pay" the requested increase, rather arguing that it is a "lack of desire" and that the Village "has the ability" to grant the requested increases. The PBA notes that the Village is not "precariously close" to its constitutional tax limit; that the declining equalization rate indicates an increase in true value, noting that "the true value of Village property has increased significantly". The PBA also notes that since 1970-71 there has been a "revenue surplus", with contingency funds in both 1977-78 and 1978-79 of \$65,000 and \$71,316 respectively. The PBA also notes a "decline" in the number of bargaining unit employees, the savings of which could be used for salary adjustments. The PBA therefore argues that the "ability to pay" exists as indicated by the increasing true value, by the surplus in the general fund, and by the decrease in the number of employees in the bargaining unit. The PBA also notes that villages with "lower true value per capita" are paying "substantially higher" salaries than North Tarrytown; that since all policemen do "essentially the same duties", comparisons with other communities should be considered; and that said comparison supports the requested increase.

On the request for an increase of Longevity, the current provision provides for an additional 1% for each 5 years service. The PBA requests to increase the 1% accumulative longevity increment to a "3% longevity increment for the first 5 years of service and an additional 1% for each additional 5 years thereafter". The PBA argues that other units have more favorable longevity schedules and therefore a 3% longevity increment upon completion of 5 years of service with 1% additional increment for each 5 years of service is justified. The PBA also requests rejection of the Village proposal that longevity be "determined by the council".

The Village proposes a "cost of living bonus of \$150.", and supports its position along the following lines: that comparisons made by the PBA were offered without attempting to distinguish Village Police from Town, City or County Police, or without comparisons as they relate to location, area, population, size of police force, and other related data; that comparisons should be made with those Westchester County communities having a similar size and structure; that because of the above comparisons should be made with Hastings, Pleasantville, Dobbs Ferry and Tarrytown.

The Village argues that the "package" requested by the PBA "far exceeds the financial ability of the Village", and the demands are "without reality" and bear "no relation" to improvements in wages and working conditions obtained elsewhere; that they ignore the Village's "ability" to make increased expenditures, and do not relate to its ability to meet the economic requirements of a wage and fringe benefit increase, or the "prevailing wage increases" obtained by Police in "comparable communities". The Village notes that in the previous years the police have enjoyed benefits "far in excess" of cost of living, and that said increases were "substantial and significant"; and that Fact-Finders and Arbitrators have found the PBA "fared well" over the years.

The Village also argues that previous salary increases have "exceeded" the rise in CPI, and therefore no "catch-up" is necessary. The Village notes that the "medical component" of CPI is borne by the Village, and that private industry settlements are "of little value"; that private industry workers enjoy "less job security, work longer hours, fewer vacations sick leave and personal days, and do not have the generous retirements benefits"; that the two significant factors to be considered are the Village's "comparable position and its ability to meet increased costs"; that both counts only warrant a "modest increase" in salaries for

each of the two years at issue; that in 1977 the average first grade patrolman's salary was \$17,254. for a county average increase of 6%, that there is no evidence to support the finding that the Village can improve its "ranking" noting that the Village is one of the county's "poorest" while being a "leader in benefits". The Village notes that it was among the very first to grant its policemen a 20 year retirement plan and to adopt longevity increments, and also notes that patrolmen reaches the top in "three steps" rather than five.

In relation to the "ability to pay" the Village notes that it has not shared the county's prosperity; that of the 21 county villages it rates 8th in population, but 16th in "total assessed valuation"; that while it ranks 11th in the size of its police force it has the 7th highest tax rate among county villages; that while in the last ten years the assessed valuation has increased by less than 5%, its tax rate has increased over 100%; that the Village is "precariously close" to its statutory tax limit, and projections indicate this limit will be reached in 1980; and that to grant the FBA demands would "break the bank almost immediately".

The Village also notes that consideration must be given to retirement benefits, hospitalization insurance, social security, worker's compensation, life insurance and disability insurance and uniform allowance; that for every base salary payment there is an additional cost of 58¢ for holidays, fringe benefits and overtime; that the pension costs alone amount to a 33% increase in "real wages", and that the "20 year non-contributory retirement plan" is 40.7% of salaries for those in the system prior to July 1, 1973 and 26.1% for those in the system after said date. That while the first grade patrolman is earning \$15,931 in direct

salary, when adding the longevity, holiday pay, leaves, insurance retirement benefits, uniform allowance, that his "real earnings" amount to some \$25,000.

The Village notes that as a result of the previous arbitration Award the first grade patrolman was paid \$15,931. and this compares "favorably" with other Westchester county villages; that accordingly salaries are at "parity" and no "catch-up is necessary"; that the Village would be required to reduce the size of the force in order to grant the requested package. The Village argues that consideration of the "total package" of salaries and fringes, and consideration of the "critical fiscal situation" mitigates against "even a 5% increase" across the board.

On the requested increase in rank differential, the Village argues that the existing differentials are "reasonable" and no justification was offered for "upward adjustments"; that the differentials are "above average" in the County; and that salary increases "distort the salary differences based upon rank", and accordingly there is no reason to grant the proposal.

The Village argues against increase in longevity noting that "if there is insufficient money for direct salary increases, there is certainly not enough money to fund indirect increases"; that the Village does recognize "long term service" both by longevity and promotions. The Village notes that only three other units pay longevity as a percentage of base salary, with the "remaining paid fixed amounts after specified years of service or no longevity at all", and that only eight start payments after five years; and that the Village has the "second most generous longevity program in the County among Villages"; that accordingly the request for increase is unwarranted. The Village also notes

that since longevity is on a percentage basis, it automatically increases with salary adjustments.

The Village on the other hand requests that "longevity be determined by the council", and the PBA argues that the Village request for a change in longevity be denied.

DISCUSSION:

On the issue of rank differential, note is taken that the current differential is within the range granted other units; note is also taken that the amount resulting from the percentage differential increases automatically with salary adjustments. Accordingly there is no merit to currently grant a change in the rank differential.

On the question of Longevity, there is no merit to the Village suggestion that longevity should be "determined" by the Council; there is nothing in the record to warrant a finding that other units leave said "determination" to the Council. The Parties negotiated an Agreement which includes longevity, and there is no evidence to warrant the change requested by the Village. In addition there is no merit to warrant the change requested by the PBA. That current longevity is comparable with other units and note is also taken that longevity based upon a percentage resulting in higher amounts with salaries adjustments.

This Panel has carefully reviewed all of the testimony, documents and exhibits submitted by both Parties. The Panel has evaluated same in accordance with the criteria listed in Section 209.4 of the Statute. In making its determination as to salary

adjustments among the considered criteria were the rise in the CPI as adjusted for those items included in the CPI for which the Village assumes the cost; comparison of the PBA with other Police Units in Westchester County; total fringe benefits package currently granted to the PBA; the items granted and the changes made by this Panel as contained in this Award; the Village tax structure, tax rate, and ability to pay.

Note is taken that the problem faced by the Village is similar to that faced by other Westchester County communities, and note is taken that salary adjustments have been granted to Police Units in other Westchester County communities; while there is a dispute between the Parties as to the proper amount of salary adjustments, the Village exhibits support a finding that adjustments for 1977-78 and 1978-79 were granted to other Police Units in Westchester County communities. Specific note is taken that private sector settlements and settlements of public sector units other than Police are not valid for comparisons; to make valid comparisons all of the factors and criteria required in job evaluation must be submitted; and the record shows that neither Party submitted said factors and criteria. Absent same no valid comparisons can be made with private sector settlements, and no valid comparisons can be made with public sector units other than police. Rather proper comparisons should be with other Police Units; and since differences exist between various geographical areas, said comparisons should be with Police Units within Westchester County.

Note is taken of the Village statement that Patrolmen reached

first grade level in 5 years rather than 3 years. Despite the Village statement that it is "precariously close" to its maximum tax limit, a review of all the data submitted supports a finding that the Village does have the "ability" to grant a salary adjustment. Note is also taken of the changes made in the 1974-75 Agreement by the 1975-77 Arbitration Award, including salary adjustments awarded therein; and note is taken that salaries have not been adjusted since the 1975-77 Interest Arbitration Award, and therefore the PBA is at the same salary level as that awarded by the 1975-77 Interest Arbitration Award.

A careful review of the record shows that the position on salary adjustments suggested by both Parties are extreme, and that neither position has merit. A careful review of the documents submitted by the Parties show that the average 1977-78 County salary for a first grade Patrolman was \$17,254, for an equivalent of a 5.96% increase; and that the average 1978-79 County salary for a first grade Patrolman is \$18,345, for an equivalent of a 6.17% increase. There is nothing in the record to warrant a finding that the Village is unable to grant a salary adjustment substantially equivalent with the County average; and the record shows that a salary adjustment which would bring the PBA to substantial equivalence with the County average would be a fair and equitable settlement. The sum total of the average County percentage salary adjustment for 1977-78 and 1978-79 closely approximate the total rise in the CPI for both years.

When noting that the first year salary adjustment will be retroactive to June 1, 1977; when noting the fiscal position of the Village and its ability to pay; when noting the rise in the

CPI; when noting salary adjustments granted other PBA Units in the County; when noting the other items awarded and changed by this Panel, including vacations, Welfare Fund, elimination of triple time for holidays not worked, and mileage allowance; when noting the effect on the "total package" of the above-cited items awarded by this Panel; the evidence requires a finding that the following salary adjustments should be granted.

(a) Retroactive to June 1, 1977, a salary adjustment of 4% (equivalent to \$637 for a First Grade Patrolman), which places a First Grade Patrolman at \$16,568;

(b) Retroactive to December 1, 1977, a salary adjustment of 4% based upon the May 31, 1977 salary of \$15,931 (equivalent to \$637 for a First Grade Patrolman), which places a First Grade Patrolman at \$17,205;

(c) Retroactive to June 1, 1978 a 6% increase (equivalent to \$1,032 for a First Grade Patrolman), which places a First Grade Patrolman at \$18,237.

Specific note is taken that the above salary increases are within the Village's ability to pay, grant substantial equivalency to the members of the PBA when compared to the average County salaries and the average County adjustments; and when taken together with the additional costs and the changes awarded by this Panel as contained in this Award, and when considering the "total package" of salaries and fringes would grant equity to both Parties.

AWARD OF THE PUBLIC ARBITRATION PANEL:

The Public Arbitration Panel renders the following Award:

- (1) The 1974-75 Agreement as amended by the 1975-77 Interest Arbitration Award shall continue, except as amended by this Arbitration Award.
- (2) The length of the Agreement shall be for two years, namely from June 1, 1977 through May 31, 1979.
- (3) Salaries shall be adjusted as follows:
  - (a) Retroactive to June 1, 1977, a salary adjustment of 4% (equivalent to \$637 for a First Grade Patrolman), which places a First Grade Patrolman at \$16,568;
  - (b) Retroactive to December 1, 1977, a salary adjustment of 4% based upon the May 31, 1977 salary of \$15,931 (equivalent to \$637 for a First Grade Patrolman), which places a First Grade Patrolman at \$17,205;
  - (c) Retroactive to June 1, 1978, a 6% increase (equivalent to \$1,032 for a First Grade Patrolman), which places a First Grade Patrolman at \$18,237.
  - (d) The pay differential for Detectives, Sergeants and Lieutenants shall be continued.
- (4) Retention of existing vacation schedule except that:
  - (a) Retroactive to June 1, 1978 the vacation schedule shall include 5 weeks of vacation after 20 years of service.
- (5) Payment of triple time for holidays worked shall be eliminated from the Agreement; said elimination to be retroactive to December 31, 1978. Payment of holidays in June and December of each year shall be continued.
- (6) Retroactive to June 1, 1978 the establishment of a Welfare Fund as follows:
  - (a) The Village shall contribute \$100. for each member of the Bargaining Unit;
  - (b) The Welfare Fund shall be administered by the PBA to purchase life insurance, dental, optical, prepaid legal services, prescriptions.
  - (c) The Welfare Fund shall not be used to pay the cost of any legal action against the Village or any of its officials.
  - (d) Quarterly financial reports and Annual audit reports shall be submitted to the Village.
- (7) Retroactive to June 1, 1977 there shall be a mileage allowance of 14¢ per mile; and retroactive to June 1, 1978 there shall be a mileage allowance of 17¢ per mile.

- (8) The PBA request for an increase in differentials, longevity, night differential, overtime, holidays, personal days, dental plan, optical plan, insurance, uniform allowance, educational benefits, severance pay and false arrest insurance are denied.
- (9) The Village's request for the elimination of double time for holidays not worked, forty hour work week, longevity, sick leave, personal days, and past practice clause are denied.
- (10) At the Executive Session of the Public Arbitration Panel on December 19, 1978 a vote was taken on each individual issue. This vote is attached as Exhibit "A". Village Appointee James Timmings concurred in all except Issues Nos. 2, 13 and 25. PBA Appointee John Henry concurred in all except Issues Nos. 5 and 20. Accordingly there was either an unanimous vote or majority vote on all issues.

DATED: January 17, 1979.

Respectfully submitted,

John P. Henry  
JOHN HENRY

JAMES J. TIMMINGS

Paul G. Kell  
PAUL G. KELL, Chairman

STATE OF )  
COUNTY OF ) ss:

On this 17<sup>th</sup> day of January, 1979, before me, the subscriber, a Notary Public of New Jersey, personally appeared JOHN HENRY, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

Paul G. Kell  
Notary Public  
Qualified in Hudson County  
Term Expires March 30, 1979

STATE OF )  
COUNTY OF ) ss:

On this 17<sup>th</sup> day of January, 1979, before me, the subscriber, a Notary Public of New Jersey, personally appeared JAMES J. TIMMINGS, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

Marie A. Alston  
Notary Public  
Qualified in Hudson County  
Term Expires Nov. 21, 1983

STATE OF NEW JERSEY )  
COUNTY OF HUDSON ) ss:

On this 17<sup>th</sup> day of January, 1979, before me, the subscriber a Notary Public of New Jersey, personally appeared PAUL G. KELL, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

Marie A. Alston  
MARIE A. ALSTON, NOTARY PUBLIC OF N.J.  
My Commission Expires Nov. 21, 1983.

EXHIBIT "A"

VOTE OF PUBLIC ARBITRATION PANEL

<u>ISSUES:</u>	<u>VILLAGE APPOINTEE</u>	<u>PBA APPOINTEE</u>	<u>CHAIRMAN</u>
1	YES	YES	YES
2	NO	YES	YES
3	YES	YES	YES
4	YES	YES	YES
5	YES	NO	YES
6	YES	YES	YES
7	YES	YES	YES
8	YES	YES	YES
9	YES	YES	YES
10	YES	YES	YES
11	YES	YES	YES
12	YES	YES	YES
13	NO	YES	YES
14	YES	YES	YES
15	YES	YES	YES
16	YES	YES	YES
17	YES	YES	YES
18	YES	YES	YES
19	YES	YES	YES
20	YES	NO	YES
21	YES	YES	YES
22	YES	YES	YES
23	YES	YES	YES
24	YES	YES	YES
25	NO	YES	YES
26	YES	YES	YES

WILLIAM MCBRIDE, MAYOR

PHILIP E. ZEGARELLI, CHAIRMAN  
GOVERNMENT RELATIONS, POLICETHOMAS J. CAVALIERI, CHAIRMAN  
ADMINISTRATION, REC., PARKS & CULTUREJAMES J. TIMMINGS, CHAIRMAN  
FINANCE, LABOR RELATIONSPAUL RANIERI, CHAIRMAN  
FIREJOHN MALANDRINO, CHAIRMAN  
PUBLIC WORKS, SENIOR CIT. & SOC. SERVICESVINCENT BUONANNO, CHAIRMAN  
WATER & SEWER

INCORPORATED 1874

PAUL RANIERI  
DEPUTY MAYORMISS FILOMENA FALLACARO  
VILLAGE CLERKMRS. IRENE AMATO  
VILLAGE TREASURERROBERT J. PONZINI  
VILLAGE COUNSEL

This minority opinion is written to address several failings of the Arbitration panel.

First and foremost is the fact that the North Tarrytown Police had a meeting to vote on accepting this contract prior to the undersigned management representative ever receiving the final document. I have suffered deep embarrassment by the fact that the people that I represent found the ultimate outcome from other than their designated representative.

The most significant failure of this panel was the insufficient consideration given to the financial position of the Village while granting a salary increase that is inflationary by any standard. In part, this decision rests in the failure to challenge the false and malicious interpretation of financial data contained in the PBA reply brief. The tabulation on page 4 of the brief totally distorts the meaning of the numbers. The present tax limit for operating purposes is 2% of the average of the five most recent years or \$2,253,699. From V-28 the 1972-73 limit was \$1,691,355. This is a 33.2% increase. Therefore, rather than losing 2.1% of its taxing ability as the PBA would have us believe the actual loss was 15.7%. No one should know better than Police that the reason for the stable Assessed Value is that over 30% of North Tarrytown is tax exempt property (ss V-35) and that there are fewer than 10 building lots left in the Village.

Returning to page 3 of the PBA brief and the comments on Village 47. Anyone who understands "trend curves" would readily agree the Village is in a difficult financial situation. The small "x" above 1977 is the original prediction of reaching the

*"where the Headless Horseman rode"*

tax limit. If the present tax limit of \$2,253,699 (calculated from the PBA Brief) and tax collection from V-17 are projected, "dooms day" is now 1982. If these 3 forecasts of "doomsday" can be connected by a straight line the Village finances are stable. If the line bends toward the horizontal, the fiscal condition is improving and if the line bends toward the vertical, the fiscal condition is worsening. Connecting the three points yields a line that bends toward vertical or one more proof of financial difficulty.

The PBA tabulation on page 5 lists a series of over-achievements in Revenue; what it fails to report is that in 4 of the 7 years expenses exceeded estimate and in the four fiscal years starting 6/1/74 a total of \$187,766 surplus was applied toward tax relief. For anyone who conducts an honest study of the various budgets, it is evident that there is no hidden surplus. On page 6 the comments pertaining to page 21 of V17 are equally uninformed interpretation. This account represents a new State Mandate to handle Debt Service. The correct interpretation is that money collected in the General Fund would be transferred to the new fund. The balancing entry is found on page 12 and listed as Bond Anticipation Notes. Clearly, the panel majority chooses to ignore the fact that the Village is in a critical and worsening financial position.

In registering a negative vote against the salary increase we must comment that the present increase is inflationary and continues the inflationary practices of earlier State Appointed PERB Panels. The key dates and numbers for top grade Patrolman Salaries are:

<u>DATE</u>	<u>POLICE SALARY</u>	<u>CPI</u>	<u>POLICE INDEX</u>
6/1/67	\$8,030	100%	100%
12/31/76	\$15,542	179.7%	193.5%
6/1/77	\$16,568	186.2%	206.3%
12/31/77	\$17,231	188.8%	214.6%
6/1/78	\$18,265	*	227.4%

\* not available, but CPI reached 200 in October-November 1978.

On 1/1/77 the top Patrolman Salary was \$15,542, this increased to \$17,231 by 12/31/77 or a 10.87% increase during one calendar year. Because of Roll overs, a form of fiscal gimmickry, the top patrolman salary during 1977-78 fiscal year is \$16,899.50. During 1978-79 fiscal year this increases to \$18,265 which is an increase of 8.08% rather than 6% the panel claims. We are attaching a graph

of CPI from V7 compared to Patrolman I salary (V31-V34) which clearly shows the inflationary trend in Police salary.

It would appear that this panel based their salary decision on what is comparable and chose all of Westchester County. They failed to look at the amount of hours worked, Longevity, insurance and holidays, all of which are variable between Westchester Village Police Departments and have an impact on cost per hour. While neither side included the data, V-28 includes the ability to determine True Value per member of the Police Department. From this there are only 5 Villages within  $\pm 10\%$  of North Tarrytown. Certainly this figure and % of tax levy compared to maximum tax power should have been considered. When the variables between contracts are considered, Comparability must be considered as a disaster. Another failure of this panel was to look at the fact that in 1968-69 New York State Aid Per Capita paid the base salary for 4.6 top grade Patrolmen. Today this funding only pays for 3.2 men.

A negative vote is registered to a new Welfare Fund. After the prior discussion of the inflationary impact of the salary award, a totally new benefit is unjustified. During the limited discussion the panel chairman reported that his intention was that this award would put a limit on the ever increasing cost of benefits. There is no wording in the two page award to cover that intent and as such we have a new and inflationary benefit with an open invitation to bargain for increases in each following contract.

The mileage award is also inflationary and not required because of Village Policy. Because several members of the North Tarrytown Board are employed by National Corporation the Village has access to mileage reimbursement that is determined by outside consultants. Therefore, the Police as all Village Employees were entitled to 14¢ per mile as of 6/1/77. Based on professional advice the general policy of the Village will increase to 16¢ per mile on February 1, 1979. This panel does not have the expertise to justify its decision of a higher and earlier award.

*Sworn to before me  
this 30<sup>th</sup> day of January, 1979*

*James J. Timmings*

*Patricia A. Fallacaro*

Notary Public  
New York

Westchester County  
Jan 30, 1979

VILLAGE OF NORTH TARRYTOWN  
PATROLMAN SALARY VS.  
METROPOLITAN CPI

