

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

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In the Matter of the Arbitration :
Pursuant to Section 209 of The :
New York State Civil Service Law :

CONCILIATION

-Between- :

Case No. IA-121
M78-725

THE TOWN OF FALLSBURG :

--and- :

TOWN OF FALLSBURG PATROLMEN'S :
BENEVOLENT ASSOCIATION :

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APPEARANCES

FOR THE TOWN

Sheldon Rosenberg, Esq.

FOR THE ASSOCIATION

Ivan Kalter, Esq.

BEFORE:

PUBLIC ARBITRATION PANEL:

Bernard Silverman, Esq.,
Employer Panel Member;

Brent Lawrence, Employee Organization
Panel Member;

Murray Bilmes, Esq., Chairman and
Public Panel Member.

BACKGROUND

The Town of Fallsburg of Sullivan County, New York, (hereinafter called the "Town"), and the Town of Fallsburg Patrolman's Benevolent Association, (hereinafter referred to as the "PBA"), began negotiations in the summer of 1978, for the purpose of renegotiating their collective bargaining agreement which was in effect at that time for a period of two years, terminating December 31, 1978.

These negotiations commenced when the PBA submitted a series of proposals for a new one-year contract. In addition to asking for an increase in salary of 15% on the schedule, to go into effect as of January 1, 1979, the PBA proposed eleven other changes in the agreement.

The Town proposed a series of twelve changes in the agreement and in addition, made an offer of an across the board increase in salary of 13¢ an hour in each of the following three years, 1979, 1980 and 1981.

The parties, after a few meetings, were unable to resolve their differences, and the Public Employment Relations Board was asked to assign a mediator to assist them in resolving their impasse. (The Board is sometimes identified as "PERB").

The mediator met with the parties on one occasion, on March 30, 1979, but was unable to assist the parties in resolving their impasse.

On May 1, 1979, the negotiator representing the PBA wrote to PERB and stated that mediation was unsuccessful, and notified PERB of the fact that both of the parties agreed and consented to the appointment of the mediator as the Public Arbitrator.

On May 16, 1979, the PBA negotiator wrote to PERB and advised PERB of the appointment of the PBA arbitrator and of the appointment of the arbitrator designated by the Town. Enclosed with said letter was the Petition of the PBA.

On May 25, 1979, the negotiator for the Town wrote to PERB and filed with PERB the Response of the Town.

On June 1, 1979, the Public Employment Relations Board, pursuant to Section 209 of the New York Civil Service Law, designated Bernard Silverman, Esq., as Employer Panel Member; Brent Lawrence as Employee Organization Panel Member; and Murray Bilmes, as Public Panel member and Chairman as a Public Arbitration Panel for the purpose of making a just and reasonable determination of this dispute.

Subsequently, PERB received a request from the PBA negotiator to withdraw Brent Lawrence as the Employee Organization member of the Panel, and requested that Matthew Issman be designated his replacement.

Accordingly, on June 11, 1979, PERB designated the Public Arbitration Panel once again, by complying with the request of the PBA Negotiator.

The positions of the parties were set forth in the Petition of the PBA, as follows:

PBA Proposals: 1. SALARY - 15% increase in the salary

levels referred to in the Collective Bargaining Agreement which expired December 31, 1978 for a one year contract for the year 1979.

The petition goes on to state that the Town has offered a 13¢ increase in each of the following three years, 1979-1981.

2. RETROACTIVITY - The PBA has requested that any contract for 1979 be retroactive to January 1, 1979. The PBA goes on to state that the Town has refused such request.

3. DIFFERENTIAL of 3% for hours worked between 8 p.m. and 8 a.m.

4. CLEANING ALLOWANCE - of \$150 or Town to contract for cost of same.

5. SICK DAYS - 100% payment of sick days upon retirement.

6. SICK LEAVE - three additional days sick leave for any one person not using sick leave for one continuous year.

7. PERSONAL DAYS - increase in personal days to seven (7).

8. NON-CONTRIBUTORY DENTAL AND OPTICAL PLANS

9. FULL UNIFORM ALLOWANCE for Crossing Guards.

10. INCREASE of PREMIUM PAY for member called to work on a holiday when he is not scheduled to work.

11. REMOVAL OF EDUCATIONAL REQUIREMENT from longevity plan.

12. REMOVAL OF A CLAUSE IN CONTRACT concerning calculation of overtime.

13. TOWN TO PROVIDE TRANSPORTATION for member

attending approved school or reimbursing member 25¢ per mile.

The petition of the PBA also included the proposals of the Town as submitted on September 13, 1978 which are summarized as follows:

- Town Proposals:
1. A REQUEST TO CHANGE ARTICLE VI of the contract which is captioned "No Strikes."
 2. A REQUEST TO SET UP AN ELIGIBILITY REQUIREMENT in order for an Officer to receive service and education increments.
 3. A REQUEST TO DELETE CERTAIN PROVISIONS OF ARTICLE IX concerning "Premium Pay and Overtime" to be replaced by the new language, and in addition, a request that "there shall be no pyramiding of overtime or premium pay".
 4. A REQUEST WITH REGARD TO ARTICLE X, "Holidays", with regard to eligibility for receiving holiday pay.
 5. A REQUEST TO ADD ON TO THE PROVISION CONCERNING VACATION PAY, a requirement of work and calculation of vacation pay based on meeting such minimum number of hours.
 6. A REQUEST WITH REGARD TO PERSONAL LEAVE to set up requirements of eligibility and calculation of the amount of such pay.
 7. A REQUEST CONCERNING ELIGIBILITY FOR SICK LEAVE based upon completion of a probationary period.
 8. A SERIES OF PROPOSALS dealing with Article 14, "Uniform and Mileage Allowances".

9. A REQUEST CONCERNING SENIORITY which would add on to Article 15, Section 4, the words, "provided the employee is qualified".

10. A REQUEST TO ADD ON CERTAIN LANGUAGE TO ARTICLE 16, "Probationary Period".

11. A REQUEST TO DELETE ARTICLE 18, "Past Practices".

12. A REQUEST TO REMOVE THE EXISTING GRIEVANCE PROCEDURE found in Appendix A of the 1977-1978 Contract, to be replaced by an entire new Grievance Procedure.

The Petition of the PBA also included an Exhibit "D" which was called "Contract Provisions Agreed Upon by the Parties". These will be discussed further on in this Award.

TOWN RESPONSE: 1. The proposals set forth by the petition of the PBA as the Town's proposals are still the proposals made by the Town of Fallsburg.

2. The issues to be determined are those which are raised between the petitioner's position and the position of the Town of Fallsburg.

With regard to the issues set forth in the Petition and Response, neither party raised any objections to their arbitrability.

This Public Arbitration Panel held one hearing, one June 25, 1979 at the Town Hall in Fallsburg, New York. The parties testified and submitted the following exhibits:

EXHIBITS SUBMITTED BY P.B.A.

- A. Award of Public Arbitration Panel, dated August 30, 1977.
- B. 1978 Comparable Salaries (Title of a Schedule comparing Fallsburg, Liberty, Monticello and Middletown - showing salaries and fringe benefits for Police in those communities.)
- C. 1979 Comparable Salaries (Title of a schedule comparing Fallsburg, Liberty and Thompson - non-police positions).
- D. Newspaper article, headlined, "Fallsburg Town Budget Plan Calls for tax-rate decrease," Record, October 29, 1978.
- E. Newspaper article, headlined, "Fallsburg sells Investment Profits", Record, March 17, 1978.
- F. Brian Ingber, (Supervisor of the Town), Newsletter, August, 1978.
- G. Minutes of Town Board of Town of Fallsburg on March 20, 1979 and April 9, 1979.
- H. Abstract, undated, of remarks identified as being made by Brian Ingber.
- I. Letter from Brian Ingber to Ivan Kalter, dated September 12, 1978 re: P.B.A. Negotiator
- J. Newspaper article, headlined, "Fallsburg Launches \$375,000 sewer - facilities study", Record, April 20, 1979.
- K. Copy of signed collective bargaining agreement between Monticello Policemen's Benevolent Association and Village of Monticello, dated May 10, 1978, for period 8/1/77-7/31/79.
- L. Copy of unsigned collective bargaining agreement between Village of Liberty and Liberty, New York Chapter of the Police Benevolent Association, undated for period 6/1/79 - 5/31/80.

(Exhibits continued)

M. Release of U.S. Department of Labor, dated May 25, 1979,
re: New York - North Eastern New Jersey, Consumer
Price Index.

During the hearing, the PBA, withdrew several of its proposals; numbers 4, 8, 11 and 13, and amended #5 from more personal days to a request for 2 or 3 days death leave benefits.

At the conclusion of the hearing, the parties requested, and were given, the opportunity to submit post-hearing briefs.

During the time that such briefs were being prepared, the Employee Organization Panel Member, Matthew Issman, was replaced. Brent Lawrence was substituted in his stead as requested by the PBA, the Town making no objection to same. On September 18, 1979, the Public Employment Relations Board once again designated Brent Lawrence as the Employee Organization Panel Member.

On July 16, 1979, the negotiator for the Town, and on August 22, 1979, the PEA negotiator mailed their briefs out to the Panel Arbitrators.

The brief of the PBA negotiator was accompanied by additional exhibits as follows:

- A. Newspaper Article headlined "State Report: Sullivan Sullivan Crime Rate #2" , Record Nov. 22, 1976.
- B. Two newspaper articles with headlines indicating that articles dealing with casinos in the Sullivan County area, Record - Saturday, August 18, 1979,
- C. Town of Fallsburg Proposed Budget - 1979 - submitted for Public Hearing on November 9, 1978.

Unidentified Exhibits: Police Officers' resumes of the Fallsburg Police Staff.

Fact Finders Recommendations dated February 17, 1976, PERB Case # M75-832 between Town and PBA.

Fact Finders Report dated March 10, 1977, PERB Case # M76-788, between Town and PBA.

All briefs and exhibits were made available to the panel by the parties.

In arriving at its determination, this panel took into consideration the materials and arguments set forth in the briefs and exhibits referred to above, and in addition, in order to make a just and reasonable determination of the matters in dispute, took into consideration the requirements of Civil Service Law, Section 209.4 which are required in this Compulsory Interest Arbitration Proceeding:

"(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."

The panel members met and deliberated in two executive sessions, the first one on October 4, 1979 at the Town Hall in South Fallsburg, and the second one on October 24, 1979 at the offices of the Employer Panel Member, Liberty, New York.

CONTRACT PROVISIONS AGREED UPON

BY THE PARTIES

The Petition of the PBA Negotiator indicated certain areas of agreement between the parties.

However, in the briefs submitted by the Town and the PBA, and first of all, by the Town, which indicated various provisions which were agreed upon, these contentions were disputed by the PBA in its brief.

This panel discussed these items thoroughly, and the items which the parties did agree upon are marked in asterisk *** in the Award.

Many of the other areas concern the language of the contract and this panel did not choose in most cases to undertake rewriting the language of the contract.

This is particularly true with regard to the grievance procedure. The parties seem to have arrived at an overall agreement on a revision of the grievance procedure, especially with respect to setting up further deadlines, but there were some important areas of disagreement as to the actual contents of the Grievance Procedure, namely, the nature of the matters to be submitted to arbitration, the use of one Arbitrator as opposed to a Tripartite panel, the question of the role of the Town Board in the Grievance Procedure, and a few other items.

This panel suggests to the negotiators that they continue to arrive, if at all possible, through a solution of that particular area of the Collective Bargaining Agreement.

OPINION

This Arbitration Panel had the benefit and unique opportunity of having before it, for its consideration, a prior arbitration award and two fact finding reports, all of which involved the Town and the PBA.

In addition, this Panel was benefited by two detailed and well prepared briefs submitted to it by the negotiators for the Town and the PBA.

From this wealth of material, it clearly emerges that the PBA and the Town, in past years, have had their collective bargaining negotiations related to the position of the PBA in the Villages of Liberty and Monticello, which are also in the same county, Sullivan, as is the Town of Fallsburg. While in prior years other communities, such as Ellenville and Woodridge were used as comparisons, they were not cited in the current dispute and the City of Middletown, which was now cited, was dropped as a comparable community by the PBA.

At the hearing, the PBA, in relying on its comparisons with Liberty and Monticello, noted that the manpower in the former was slightly less than Fallsburg, while in the latter, it was slightly higher. As for police vehicles, it was claimed that Fallsburg had one unmarked and four marked; Liberty, two marked and one unmarked; Monticello, five marked and two unmarked.

Naturally, both briefs went into an exhaustive examination of selected details of the Collective Bargaining Agreements,

"(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."

The panel members met and deliberated in two executive sessions, the first one on October 4, 1979 at the Town Hall in South Fallsburg, and the second one on October 24, 1979 at the offices of the Employer Panel Member, Liberty, New York.

comparing Fallsburg's with those of Liberty and Monticello. The Town points to certain overtime provisions as more favorable at Fallsburg, as are some holiday provisions, some provisions governing the carrying over of vacation pay, and private vehicle use by a police officer, as well as other benefits not found in the other two agreements.

The Town brief states that, overall, the Police Officers in Fallsburg can be proud of their agreement, even though certain provisions of the other two are better.

The Town Negotiator contends, in his brief, that Fallsburg salaries, which have been traditionally lower than those of Liberty or Monticello, requires the PBA to show that this traditional difference should now be changed.

For his part, the PBA Negotiator, noted items in the Monticello and Liberty agreements, as additional vacation time, death leave, extra holidays, extra monies for uniforms and meals, paid up life insurance coverage, school reimbursement, which were better than Fallsburg's contract.

With regard to salaries, the PBA negotiator contends that police officer salaries at certain levels are grossly inadequate in Fallsburg when compared to those in Liberty and Monticello.

Another relevant factor that was submitted to this Panel for its consideration was the Consumer Price Index.

The Town notes that for five years, 1974-1978, inclusive, the Town Police Budget rose by 84.7%, while the Index for all

cities in the United States for that same period of time increased 30.3%. For that same period, annual base salaries of six police officers increased by 49.9%. The PBA brief notes the increase in the Index as 13-14% in 1979, and calls it an "inflation rate".

With regard to ability of the Town to pay, the Town brief notes that for the five years, 1974-1978, an increase of the tax rate per \$1,000.00 of 41.8%, and that real property which can be assessed for tax purposes rose in valuation for the same period by 12.34%. The PBA notes that if the assessed valuations are recomputed on the equalization rates, that Fallsburg has the highest amount of assessed value, per capita, slightly above that of Monticello, and 75% more than Liberty.

The need for a well trained police force is not disputed. No question arose regarding the adequacy of the training of this Fallsburg force as compared to the adequacy of training in Liberty and Monticello.

In 1978, the Town hired four additional Police Officers. During the time of this Panel's existence, these four were still on the force. Both the Town and these four persons, as well as all the others on the force, have invested in their training and careers, and it would be in the interest and welfare of the public to provide all the persons in the PBA a proper salary so as to enable and encourage these individuals, who must act as responsible and disciplined persons of authority, to continue to make this work their career.

During the period of time that this Panel was in existence, the Villages of Liberty and Monticello, which operate on fiscal years different than those of the Town, have negotiated new collective bargaining agreements and have provided for further increases for their PBA employees. Based upon the evidence, it would be proper to award an increase in salary and some fringe benefits to the PBA.

The fact is that the evidence of past bargaining here in the Town does not show that it was related to the Consumer Price Index, and the Award here will not begin to approach the Index percentage rise for 1979 which was requested by the PBA. It does seem apparent from the evidence of the past history of bargaining between the Town and the PBA that increases have been negotiated so that efforts were made to reduce the differential between the PBA in Fallsburg and the PBA in Monticello and Liberty, and an Award by this Panel should not wipe out those efforts. During the course of the two year term of this Award, the Villages of Liberty and Monticello will be renegotiating their collective bargaining agreements, and if past experience can be relied upon, no doubt their agreements will once again provide an upward adjustment of salaries. This award does not state that Fallsburg must be equal in salaries to Monticello and Liberty, but it does say that the gap between them should not once again be widened.

The Town continues, as in the past, and as the evidence shows, to aspire for overall improvement in all Town and District functions and operations. While it has argued that no increase is justified because of past increases which were in excess of Consumer Price Indexes, the Town has to its credit, not argued that the PBA did not deserve any due to lack of professionalism. An Award of an increase now less than the present day Index increase would not be unreasonable, even as to the PBA, it may be unreasonable, as being much lower than the amount requested by the PBA, and this Panel finds that the Town, based upon this evidence before it, has the ability to pay a reasonable increase in salaries but not the amount of the demand made upon it by the PBA.

THEREFORE, it is the just and reasonable determination of this Panel, and this Panel so determines, and awards and directs the parties to the dispute to make the following changes in their collective bargaining agreement, which terminated on December 31, 1978, and except as changed by this Award, to continue all other provisions of the aforesaid agreement for the term of two years, commencing January 1, 1979 and terminating December 31, 1980, which period is reasonable.

AWARD

I.

CHANGE ARTICLE VII

COMPENSATION, as follows; all increases to be retroactive to January 1, 1979.

Section 1. A. The base rate of compensation of all sworn police officers shall be in accordance with the following salary schedule:

| <u>Years of Service</u> | <u>1979</u> | <u>1980</u> |
|-------------------------|-------------|-------------|
| First | \$10,170.00 | \$11,220.00 |
| Second | 11,320.00 | 12,370.00 |
| Third | 11,745.00 | 12,795.00 |
| Fourth | 12,270.00 | 13,320.00 |
| Fifth | 12,620.00 | 13,670.00 |
| Sixth | 13,120.00 | 14,170.00 |

Each of the above increases to be applied to each members salary according to his position on the salary schedule.

B. Shall remain as is.

Section 2. Any sworn police officer with fifteen years or more in service shall receive an increase of \$820.00, effective, January 1, 1979, and shall receive an additional increase, effective January 1, 1980, of \$1,050.00.

Section 3.

The base rate of compensation of all full time employees in the negotiating unit, except the Police Officers, whose increases are above provided for, shall receive an increase of \$820.00, effective January 1, 1979, and shall receive an additional increase effective January 1, 1980, of \$1,050.00. The base rate of compensation of all less than full time employees in the negotiating unit, except the police officers, shall have their hourly rate increased by seven percent (7%) effective January 1, 1979, and their hourly rate shall be increased by an additional eight and one-half (8 1/2%) percent, effective January 1, 1980.

Section 4.

A. Detectives shall be paid fifteen (15%) percent above the 1979 and 1980 sixth year salary of sworn police officers.

B. Sergeants shall be paid fifteen and a half (15 1/2%) percent above the 1979 and 1980 sixth year salary of sworn police officers.

C. If the parties wish to attach an exhibit such as was part of their 1977-1978 contract to reflect the salary each employee is to receive in 1979-1980, then they are free to do so.

Section 5. Shall remain as is.

Section 6. TO BE ADDED TO ARTICLE VII the following:
(Otherwise Section 6 shall remain as is)

D. Effective January 1, 1980, in order for a police officer to be eligible to receive any of the service and education increments set forth above in this section, he must attend an accredited college and take courses approved by the Employer and successfully complete the courses."

Section 7. TO BE ADDED TO ARTICLE VII, the following:
All police officers, newly hired after January 1, 1979, shall be paid on the basis of an annual salary of \$10,000 per year for the first six months of their employment. After that, such officers shall be paid the First step of the salary schedule as set out in Section 1 A. of this ARTICLE VII. Thereafter, salary increments shall be implemented as provided in Section B of Article VII; but years of service shall be measured from date of initial employment. During the first year of employ-

ment, Article XVI shall apply to all such police officers.

II. Effective as of January 1, 1980,
ADD TO ARTICLE XI, LEAVES, a new Section, as follows:

"Permanent employees shall be granted two days leave per calendar year with pay, in the event of death in the employees immediate family upon satisfactory evidence of such. The "immediate family" of an employee means grandparents, brother, sister, spouse, child, father, mother or step-parent of the employee or the employee's spouse."

III. Effective as of January 1, 1980:
ADD TO ARTICLE XI, LEAVES,

Section 1-C. the following:

" When vacation earned is carried over to the following year, the employee shall be paid the salary the employee is receiving in the following year, for those vacation days used in the following year, but never more than what the employee is receiving in the following year."

IV. Replace existing ARTICLE VI, NO STRIKES.

Section 1. by the following:

"The PBA and any police officer shall not engage in a strike, nor cause, instigate, encourage or condone a strike", to be effective January 1, 1979."

V. Add to ARTICLE IX- PREMIUM PAY AND OVERTIME
the following Sections.

*** Section 6 - "There shall be no pyramiding of overtime or premium pay", to be effective January 1, 1979.

*** Section 7 (a) "For the purpose of this agreement, an emergency shall also include occasions when police officers fail (scheduled) or refuse (voluntary) to report to work on a shift", to be effective January 1, 1979.

*** Section 7 (b) "All shifts shall have at least two police officers", to be effective January 1, 1980.

VI. ADD TO ARTICLE X - HOLIDAYS, the following:

Section 4 - "In order to be eligible for the holiday and holiday pay an employee must satisfy all of the following: He must have worked his full scheduled day of work immediately preceding the holiday and his full scheduled day of work immediately following the holiday, unless on either day the employee is on leave as provided for in Article XI,"
to be effective January 1, 1980.

VII. ADD TO ARTICLE XVI, PROBATIONARY PERIOD

A. A sentence to Section 1, as follows:

"During an employees probationary period, the employee may be disciplined or discharged and such action by the employer shall not be subject to the grievance or arbitration procedure", to be effective January 1, 1979.

B. Add Section 2.F.

"Death leave benefit will commence one year after anniversary date of initial employment," to be effective January 1, 1980.

VIII. AMEND ARTICLE XIV - UNIFORM AND MILEAGE ALLOWANCES, Section 3 by replacing \$162.50 per year to \$325.00 per year, to be effective January 1, 1980.

IX. AMEND ARTICLE XV, Sec. 4 to read as follows:

"Seniority shall govern in reduction in work force and in reemployment provided the employee is qualified," to be effective January 1, 1980.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

N.Y.S. PUBLIC EMPLOYMENT
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Pursuant to Section 209 of the
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TOWN OF FALLSBURG PATROLMEN'S
BENEVOLENT ASSOCIATION
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CONCILIATION

Case No. IA-121
M78-725

DISPOSITION OF APPLICATION

FOR MODIFICATION

OF AWARD

We, the undersigned, constituting a majority of the duly authorized members of the Public Arbitration Panel, after reading the application of Sheldon Rosenberg, Esq., on behalf of the Town of Fallsburg, dated November 16, 1979, to modify the Award made by us on November 1, 1979, and the objection to the modification of said Award of Ivan Kalter, Esq., on behalf of the Town of Fallsburg Patrolmen's Benevolent Association, dated November 27, 1979, and the parties, in writing, having extended the time for disposition of such application, through January 15, 1980, and, all three members of the Public Arbitration Panel having met in executive session on December 21, 1979, and having duly deliberated with regard to said application, do hereby make the following disposition of said application for modification of said Award:

Deny the application which requests a modification so as to limit the sworn police officers to salary increases in 1979 of \$820.00 and in 1980 of \$1,050.00.

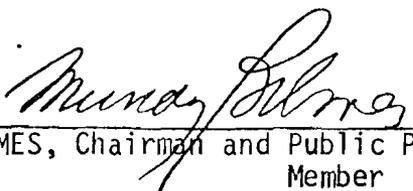
The Employer Panel Member dissents from the above disposition.

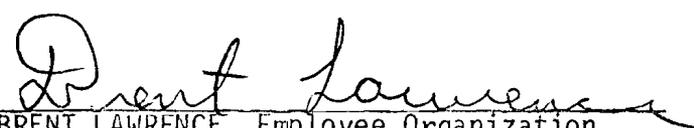
The Award of November 1, 1979, clearly reflects the salary scheme that the Town of Fallsburg and the Town of Fallsburg Patrolmen's Benevolent Association had agreed to in their collective bargaining agreement for the calendar years 1977 and 1978. In that agreement, the parties themselves had decided for the first time, that some members of the bargaining unit, namely, sworn police officers, would be put on a salary schedule, while other members of the unit would not be put on a salary schedule.

The members of the Public Arbitration Panel were aware, in their deliberations, that by increasing the salary schedule for 1979 by \$820.00 and for 1980 by \$1,050.00, that certain individual police officers would receive additional increases in each of those two years by completing additional years of service, and that these additional increases would vary as much as \$1,150.00 for an officer completing one year of service, and as little as \$350.00 for an officer completing four years of service; and that for any officers finishing six years of service, their increases would be limited to either \$820.00 or \$1,050.00, as would the increases of all other full time employees who were in the bargaining unit but who were not sworn police officers on a salary schedule. For that reason, the Award of November 1, 1979 provided for the increases on the salary schedule, to be applied to each members salary according to his position on the salary schedule, and specifically stated that Article VII, Section 1 B. of the 1977-1978 collective bargaining agreement between the parties should

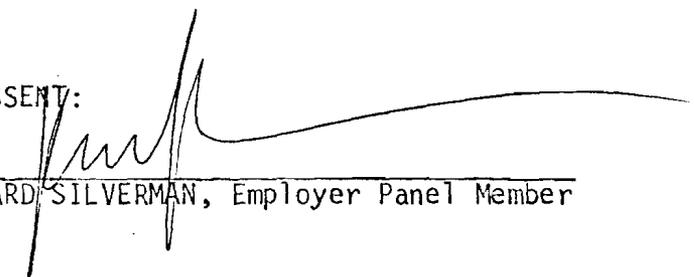
remain as is, which provided that, "Years of service for the purpose of salary increments shall be determined January first of each year..."

DATED: Pine Bush, New York
January 7, 1980.


MURRAY BILMES, Chairman and Public Panel
Member

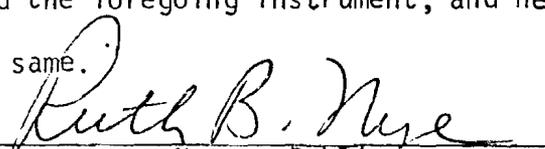

BRENT LAWRENCE, Employee Organization
Panel Member

I DISSENT:


BERNARD SILVERMAN, Employer Panel Member

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On this 7th day of January, 1980, before me personally came and appeared MURRAY BILMES, 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.

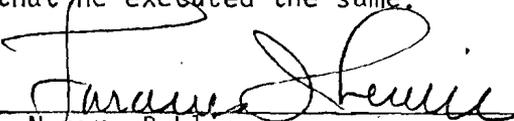

Notary Public
RUTH B. NYE

**NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
COMM. EXPIRES MARCH 30, 1980**

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)

On this 1st day of January, 1980, before me personally came and appeared BRENT LAWRENCE, to me known and known to me

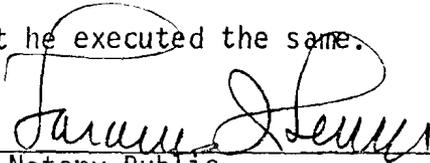
to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.


Notary Public.

LAZARUS I. LEVINE
Notary Public, State of New York
No. 2330500, Reg. in Sullivan County
My Commission Expires March 30, 19 81

STATE OF NEW YORK)
) ss.:
COUNTY OF SULLIVAN)

On this 11 day of January, 1980, before me personally came and appeared BERNARD SILVERMAN, 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.


Notary Public.

LAZARUS I. LEVINE
Notary Public, State of New York
No. 2330500, Reg. in Sullivan County
My Commission Expires March 30, 19 81