

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Compulsory Interest Arbitration)

Between)

TOWN of YORKTOWN)

and)

TOWN of YORKTOWN PBA)

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

OCT 31 1983

CONCILIATION

AWARD
of
ARBITRATION
PANEL

Case No.
IA-82-51;
M82-602

Before The Public Arbitration Panel

Ernest R. Stolzer, Esq.

Employer Panel Member

John P. Henry

Employee Organization Panel
Member

I. Leonard Seiler, Esq.

Public Panel Member and
Chairman

APPEARANCES

For the Employer:

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Bruce R. Millman

Attorneys for Town

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Law Clerk

Tom Stanley

Town Comptroller

Bonnie O'Brien

Administrative Assistant to
Supervisor

Paul Ferrara

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For the PBA:

David Schlachter, Esq.

Attorney

Clarence A. Lander

PBA President

Joseph Guss

Sergeant at Arms

Douglas Jessup

Negotiating Committee

Timothy Smith

Negotiating Committee

Pete Magalusso

Negotiating Committee

Edward J. Fennell

Municipal Finance Consultant

On April 21, 1983, the New York Public Employment Relations Board having determined that a dispute continued to exist

in negotiations between the Town of Yorktown (hereinafter referred to as the "Town") and the Town of Yorktown Police Benevolent Association (hereinafter referred to as the "PBA") designated the undersigned Public Arbitration Panel (hereinafter referred to as the "Panel") pursuant to Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of the matters in their dispute. The Panel then proceeded under the applicable statutes, rules and regulations to inquire into the causes and circumstances of this continued dispute and at the conclusion of its inquiry made the findings and Award which follows.

Hearings were held on June 17, 28 and July 7, 1983, in the Yorktown Police Headquarters, at which time the parties were given ample opportunity to present oral and written statements of fact, supporting witnesses, right to cross-examine witnesses, offer other evidence and were provided with the opportunity to argue their respective positions regarding this dispute.

The parties mutually agreed on July 7, 1983, that they would postmark their post-hearing briefs by August 4, 1983. Subsequently, a weeks delay was agreed to. Following their receipt on August 15, 1983, the Panel officially declared the hearings closed in writing to both parties.

The Panel met in Executive Session on August 18 and September 21, 1983. After due and deliberate consideration of all of the evidence, facts, exhibits and documents presented and in accordance with the applicable criteria arrived at the nearly unanimous Award which follows. The Panel in arriving at such determination based its findings on the mandated statutory criteria which follow: New York State Civil Service Law, Section 209.4 (V); a,b,c and d:

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.

IN GENERAL:

1. The dispute involves the continued impasse between the Town and the PBA over the terms and conditions of a new contract to be effective as of January 1, 1983, the last two-year contract of the parties having expired December 31, 1982.

2. Prior to the request for the appointment of this Arbitration Panel the parties engaged in eight (8) negotiating sessions, the first six (6) on their own and the last two (2) with the assistance of a PERB appointed mediator.

3. The Parties at the start of the Arbitration Hearings, in writing, waived their right to a full and complete record as set forth in section 209-4.(iii) of the New York State Civil Service Law.

4. The following issues were submitted at the arbitration hearing for determination and Award by the Panel:

A. By the PBA

1. Vacations
2. Canine Handlers
3. Death of a Member
4. Detective Clothing Allowance
5. Welfare Fund
6. Salary Increase
7. Longevity
8. Night Differential

9. Mileage Allowance
10. Out of Title Clause
11. Personal Days
12. Disciplinary Charges
13. Payment of Accumulated Sick Leave Upon Separation
14. Cleaning of Duty Apparel
15. Youth Officers, Detective and Plainclothes Differential

B. By the TOWN

1. Freeze First Year Patrol Officer Salary
2. Two Year Step for Detectives, Sergeants and Lieutenants
3. Local Court Appearances
4. Personal Leave
5. Payment of Accrued Sick Leave Upon Retirement
6. Pro-rata Sick Leave
7. Previous Practice Clause
8. Grievance Definition

5. The PBA represents thirty-one (31) Police Officers, four (4) Detectives, seven (7) Sergeants and two (2) Lieutenants.

6. The "position" of the parties and the Panel's "discussion" are only a summary and are not intended to be all inclusive.

Each of the above issues were carefully considered and the Panel's determination on each issue is as indicated. Hearings, analysis of the testimony, evidence, the post-hearing briefs filed by the parties, research and study of the issues in dispute have now been concluded and the Panel after due deliberation, consideration and evaluation makes its Finding and Award in the matters in dispute, which were the only issues submitted to the Panel.

Background:

The Town of Yorktown with a population of approximately 32,000 and a land area of approximately 40 square miles (T. Ex. 54 p. 4) is located in north-central Westchester County. It is contiguous on the north with the Putnam County Towns of Putnam Valley and Carmel; on the east with the Westchester County Town of Somers; on the south with the Westchester County Towns of New Castle and Bedford; and on the west by the Westchester Town

of Cortland. The City of Peekskill (T. ex.9) is within five miles of its western border. Both parties agreed that an appropriate sphere of comparison would include Westchester Towns and Villages with police departments, particularly the Towns. However, the Town sought, over PBA objections, to include a comparison of Putnam Valley and Carmel even though they are in a different county, since they were adjoining towns to the north. PBA answered that if they were to be considered then the Town of Rockland County, the next western County, should be included in any comparison. The Town's response was that "an extension of 'comparability' to include directly adjoining Towns does not compel a comparison to the rest of Putnam or to Rockland." It pointed out not only were Putnam Valley and Carmel contiguous communities but, "the Police Departments in the Northern Westchester- Southern Putnam area maintain a great deal of professional contact, including a federally funded Mobile Radio District which provides the communities of Northern Westchester and Southern Putnam with a common communications network." (T. ex. 54,p.5)

The vast majority of P.B.A. exhibits consisted of police contracts for the Towns and Villages in Westchester County and the Towns in Rockland County. The Westchester contracts were the supporting documentation for P.B.A. exhibit 2 which compared the various Yorktown Police contract provisions with those in other Westchester Communities.

Most of the Town exhibits were devoted to comparisons of Yorktown with other Westchester Communities and the impasse provisions of the Yorktown Police Contract with like provisions in other Westchester County Town police contracts as well as the contracts for Carmel and Putnam Valley in Putnam County.

AGREEMENTS:

It is understood that all of the provisions of the previous Agreement not proposed for change or deletion are accepted by both parties for continuation in the new Agreement.

At the commencement of the Arbitration Hearings, the parties advised the Panel that they would not discuss the items which were settled and which were listed in a letter to John Henry from Ernest R. Stolzer dated April 15, 1983. They are as follows:

1. Article III, Compensation, Section 2 (p.2) - delete Detective Sergeant.

2. Article IV, Clothing Allowance, Section 3 (p. 3) - new language as follows: "The Town shall supply employees with the same uniforms presently provided."

3. Article VII, Vacation, Section 2 (p. 7) - add the following: "Vacation must be chosen in blocks of a minimum of four (4) days each, except that additional days which are not sufficient in number to be taken in a four (4) day block shall be taken in a single block of less than four (4) days."

4. Article VII, Vacation, Section 2 (p. 10) - add new language: "Unit members shall have the option of taking up to one-half ($\frac{1}{2}$) of their yearly vacation entitlement in cash instead of time off. Such election must be made at the same time that vacation selection is made and shall be paid to the employee in two (2) equal payments at the time holiday pay is paid."

5. Article VIII, Sick Leave, Section 6 (p. 13) - amend to provide: "Employees must remain at home or in hospital confinement for the eight (8) hour period commencing with the start of the tour for which he/she calls in sick, unless the specific nature of the illness or accident does not require bed rest."

6. Article XIV, Grievance and Arbitration Procedures, Section 1 (p. 17) - delete all but first sentence of section.

7. Article X, Health Insurance, Death Benefit and Welfare Fund (p. 14) - amend to provide: "The Town may change the identity of the health insurance plan carrier provided that such carrier provides benefits at least equal to those provided by the present carrier. The Town shall notify the PBA at least thirty (30) days prior to such change."

8. Article VI, Section 2 (p. 8) - amend definition of immediate family to include "grandfather and grandmother of spouse."

OPINION AND AWARD

Term of Contract

Discussion:

Given the recent history of bargaining in this community:
1) the last two contracts were for a term of two (2) years and
2) negotiation of the current contract commenced almost a year ago and is yet to be concluded-a long term contract is warranted. Otherwise, negotiations would have to begin immediately for the next contract if the Panel were to award a one year agreement.

A long term contract would permit a respite from negotiations and allow the parties to concentrate their time and energies on public safety, their primary mission. Additionally, it would enable them to take a more detached look at their next contract negotiations.

Section 209.4 of the Civil Service Law limits the Interest Arbitration Panel to a maximum period of two (2) years, which is the length of the parties' expired contract.

AWARD

A two (2) year agreement to commence January 1, 1983 and to terminate December 31, 1984.

a. 1. Vacations

P.B.A. Demand:

P.B.A. proposed that for employees hired after 1/1/80 the vacation schedule be improved to provide for:

After 1 year of service	18 days vacation instead of	12
After 5 year of service	20 " " " "	18
After 10 " " "	25 " " " "	no change

Position of the Parties:

The P.B.A. maintained that in comparison to the vacation schedule of other towns in Westchester County, the Town of York-

town vacation schedule for these newer employees needed improvement. (P.B.A. Ex.2 p.21)

Town indicated that "The allocations for first and fifth year officers are reasonable as compared to other Westchester Towns (P.B.A. Ex. 2, p. 21). The provision for twenty-five days applicable to veterans with ten years of service has been left untouched, as might be expected. It is the highest entitlement of the Westchester Towns."

Discussion:

After careful examination of the current vacation schedule in effect and in accordance with the statutory criteria, the Panel finds no reason to change the existing vacation schedule.

Award:

P.B.A. demand be denied.

a. 2. Canine Handlers

P.B.A. Demands:

Members of the Canine Unit receive \$1,000 in a separate check as compensation for caring for and maintaining their dogs during their off-duty time.

Position of the Parties:

P.B.A. offered testimony by Police Officer Joe Guss that each of the three Canine Handlers in the Town of Yorktown Police Department is assigned a dog on a full-time basis and that each individual Police Officer is responsible for the care, feeding, grooming, and maintenance of the canine seven days a week, twenty-four hours a day. The off-duty care for the canines averages about ten hours per week for which the Police Officer receives no additional compensation.

Town pointed out that the canine handling assignment was totally voluntary and the Town provided "food and reimbursements for veterinary bills, medication, shelter, and out-of-pocket expenses." Dog in its off-duty hours is a "family play dog" and watchdog-a family benefit which should offset the ten hours of

off-duty time expended in the canine's off-duty care.

Discussion:

The Panel was impressed with the sincerity of the testimony of Police Officer Joe Guss as to the off-duty time he and the other canine handlers must expend in caring for their canine charges and their kennels. Therefore, the only question is the proper compensation taking into account that the canine handlers enjoy frequent call-ins that generate considerable additional extra income for them.

Award:

Members of the Canine Unit effective January 1, 1983, receive \$500 annually in a separate check as compensation for caring and maintaining their dogs during their off-duty time. This payment shall be made on a date mutually agreed to by the parties and shall be pro-rated for those members with less than one year served as a Canine Handler.

a. 3 Death of Member

P.B.A. Demand:

The contract should be modified to provide payment for a Police Officer's accrued sick time to the spouse or estate upon the death of a Police Officer.

Position of the Parties:

P.B.A. claimed it was only fair to treat this accrued benefit as is done with accrued vacation time.

Town's rejoinder was that "sick leave is not an additional pay day, but a fund to be tapped in time of illness."

Discussion:

The Town in Article X Section 2 of the expired contract is already providing a death benefit. It is obligated to pay the entire cost of a "Death Benefit under the New York State Retirement System, which provides coverage equaling three (3) times the employee's annual salary or twenty thousand (20,000) dollars, whichever is lower."

Sick leave is a benefit to be used in case of illness and is recognition by the Town that police officers may become ill through no fault of their own and shouldn't, therefore, have

to forfeit salary if they must be out for the time provided in the contract's sick leave allotment and accumulation. If there is accrued sick time remaining upon the death of a police officer, the Town should not be obligated to pay for it.

Award:

P.B.A. demand be denied.

a. 4 Detective Clothing Allowance

P.B.A. Demand:

An increase of \$100 to a total of \$500.

Position of the Parties:

P.B.A. argued that the increase was necessary to maintain equity between the members of the Uniformed Force and the Detective Division. The former are fully supplied with uniforms that are cleaned, repaired and replaced at the expense of the Town.

Town noted that Yorktown placed "fourth of eleven Westchester towns in detective clothing allowance category" and a \$100 increase over present \$400. represents a 25% increase which "The present rate of inflation does not justify."

Discussion:

The present allowance appears to compare very favorably with other Westchester Towns and the Panel has opted to allot available monies to areas in greater need of improvement.

Award:

P.B.A. demand be denied.

a. 5 Welfare Fund

P.B.A. Demand:

An increase of \$100 to a total of \$350

Position of the Parties:

P.B.A. stated that the present \$250 Welfare Fund contribution, which is used to pay for a Dental Plan and Life Insurance

for each member of the bargaining unit, will not allow the Welfare Fund to keep pace with the increased cost of dental coverage and the improvement of the Life Insurance Program.

It also contended that these benefits were substantiary less than the benefits provided in most of the other Westchester Towns (P.B.A. EX. 2 p. 27).

Town answered "That of Westchester Towns, only Eastchester, Harrison, Mt. Pleasant and Yorktown make any contribution to the employee welfare fund. Yorktown, tied with Mt. Pleasant (\$250), makes the highest welfare fund contribution of these four towns (P.B.A. Ex. 2 p. 27)."

Discussion:

An examination of P.B.A. Ex. 2 p. 27 indicates that some other Westchester Towns grant Dental Plans and/or Life Insurance.

The present \$250 welfare contribution has been in effect since January 1, 1981, and it is known that dental coverage has increased since then.

Improvements in coverage are not made retroactively, so any increase should not be retroactive but be effective as of the first day of the start of the first month following receipt of this Award.

Award:

Increase Welfare Fund by \$50 for 1983 pro-rated to the first day of the first month following receipt of this Award.

Effective January 1, 1984 increase Welfare Fund by \$50.

a.. 6 Salary Increase

P.B.A. Demand:

A 12% increase in salary for all Police Officers and the existing percentage differential for other ranks and assignments be continued.

Position of the Parties:

In support of its request, the P.B.A. made the following observations:

1. "As compared to other Police Departments in Westchester

County, the Town of Yorktown has indicated the largest amount of growth from 1970-80 (P.B.A. Ex. 2 p. 32), the largest increase in housing units in any Town in Westchester County from 1970-80 (P.B.A. Ex. 32 p. 33), the 3rd largest number of square miles per Police Officer employed (P.B.A. EX. 2 p.34), the lowest ratio of Police Officer per population and Police Officer per housing unit in Westchester County (P.B.A. Ex. 2 p. 26)."

2. "From 1976 to 1980 the Town of Yorktown had the largest increase in median income of any Town in Westchester County (P.B.A. Ex. 2 p.35)."

3. "There are substantial new ratables about to come on to the Assessment Rolls (P.B.A. Ex. 9 and 10)."

4. "The Town has unlimited ability to raise taxes as necessary and the ability to borrow up to \$334,430 for any expenses not contained in the 1983 General Fund Budget (P.B.A. Ex. 13 p.2)

5. "The amount of income derived from Fines and Forfeitures is up substantially in 1983 but is not accounted for in the budget."

6. "The amount paid in for Debt Service in fiscal 1981 was 11.9% of all funds compared to a statewide average for all 932 Towns of 12.1%."

7. In its analysis of the 1983 budget, P.B.A. alleged that:

a) "The 1983 Police Salary Account Appropriations has been increased approximately 8.5% over the 1982 actual expenditure (P.B.A. Ex. 13 p. 2)"

b) The budget fails to include as an income item special municipal aid in sum of \$56,863 (P.B.A. Ex. 13 p. 2)"

c) "There is an over appropriation of \$51,082 in the Police and Fire Retirement Fund (P.B.A. Ex. 13 p.2)."

8. "In Westchester County 6 of the 11 Towns have already settled Collective Bargaining Agreements for 1983. None of the Towns have received less than 8% in the average, Town Police Departments show a salary increase of 8.3% for the year 1983 and 7.5% for the year 1984 (P.B.A. Ex. 2 p. 31)." It also noted that police officers in Rockland County (P.B.A. Exs. 18 thru 22) received substantially higher wage rates and increases and "that Putnam Valley Police Officers received an increase in 1983 of 13.3% and

that the Police Officers in Carmel received 7.5% in 1983 (T. Ex.12)."

9. P.B.A. acknowledged that through voluntarily negotiated agreements for 1979-80 and 1981-82, it had significantly improved its top grade police officer salary standing among Westchester County Town Police Departments since January 1980 when it ranked 11 out of 11 (T. Ex.3.) In, 1981, it moved to 5th of 11 Westchester Town Police Departments only \$24 below #4 and in April 1982 (T. Ex. 5) it ranked 4th. It said it would not like to slip back in ranking.

In conclusion, P.B.A. said "Based upon a comparison with other Town Police Departments in Westchester County and with the Towns in Rockland County, the ability of the Town of Yorktown to pay the increase, the work which is done by the Police Officers in those Towns and the Terms and Conditions of the Voluntarily Negotiated Agreements in the past, the P.B.A. proposal is for a wage increase is well justified and well within the ability of the Town to pay."

The Town disputed the P.B.A.'s analysis of its 1983 budget as follows:

1. The 8.5% increase of 1983 appropriations over 1982 expenditures is for other than the wage awards, the P.B.A. seeks (T. Ex.73)--One new non-uniform position and CSEA increases; Roll-over effect of 1982 split increase; Budget allocation for new Police Officer to be hired in 1983; net increase in various items such as lump sum payments, holiday pay, vacation pay due to increased salaries and seniority.

2. As to municipal aid, Town Comptroller Stanley explained "No such aid has been received this year, and there is a possibility that there will be no allocation whatsoever for 1983." Even if it were received, Town suggested, "It would not arrive until December 31, 1983, long after it would be needed." Also in question is revenue sharing from the federal government.

3. Town acknowledged \$51,087 surplus in Police and Fire Retirement System appropriation for 1983(P.B.A. Ex. 13, p.9) but

these unencumbered funds as well as other unencumbered funds in the budget are in the process of being transferred to cover the short fall on the interest on tax anticipation notes (Budget, T. Ex. 52, p.20).

Town admitted that it had not reached its legal constitutional debt limit but noted that in the 10 years since 1974, while "The Town's real property tax base has risen only 16% despite the commercial and residential development to which P.B.A. witnesses testified (T. Ex. 50)...tax rates have increased by 117% " and there is a limit to the burden that taxpayers can be asked to carry. Fact is, the 1983 tax rate is \$59.53 compared to \$54.91 in 1982, an increase in 8.41% (T. Ex. 52). It argued that "The issue of ability to pay must be governed by what a town can reasonably afford given its constituency, tax base, economic status and future, and the need to expend monies in order to maintain and provide services as well as a stable infrastructure."

Town noted that "Only in the past year has a series of budget deficits spanning a decade turned into a meager surplus. During this decade of instability, Yorktown negotiated in a spirit of fairness and generosity"-Yorktown Police having moved from 11th out of 11 Westchester Towns to 4th out of 11. This should be taken into account in any new salary increase. "In 1977, the Town was forced to request special legislation from the State to permanently finance " its past budget deficits by bonding (T. Ex. 54 p.89 note 7).

Town urged that in any comparisons with other Westchester Towns with Police Departments, consideration must be given to the following:

1. Yorktown, according to the 1980 census of the Westchester County Department of Planning, had the lowest median family income (T. Ex. 44,46.)
2. Yorktown, in the median value of its non condominium housing, ranked last in value of housing. (T. Ex. 48,49)
3. Yorktown, according to the Office of the New York State Comptroller, had the second highest town tax rate per \$1,000 assessed valuation.

Furthermore, Town pointed out that:

1. While Yorktown is required to "hold harmless" county and school districts for their tax levies, the Town has not

budgeted for uncollected taxes.

2. The Town has no contingency fund for emergency purposes.
3. Over 12% of the Yorktown budget is now needed to repay debts.
4. Due to severe 1982 winter, the Highway Fund had a greater than anticipated deficit which had to be made up in 1983.

In summary, Town argued "While the taxing power of a Town is theoretically unlimited, Yorktown's citizens are already shouldering a greater burden than other neighbors and are less capable of doing so. There comes a point where increased taxing is counterproductive in its effect on economic-growth, as well as unacceptable to the citizens...If the fiscal structure of the Town is to free itself completely from the shackles of the mid-1970 crisis, it must not be held hostage to unreasonable salary demands."

Discussion:

The police officers of the Town of Yorktown have their financial needs, as does the Town. The cost of living continues to increase, even if at a much more moderate pace. The May 1982-May 1983 increase in C.P.I. Index for New York was 6.1 all urban and 5.3 for wage earners clerical (T. Ex. 63.) Erosion of purchasing power for police officers is somewhat cushioned for sharply increased health care costs, which are a significant component of the Consumer Price Index computation, are borne for them and their dependents by the Town. Additionally, they do not bear the increased cost of uniforms for the Town supplies and maintains them.

The duty imposed on the public employer is to strike an equitable balance between satisfying its mission of providing adequate public safety and meeting the financial needs of its employees both at a cost that does not place an undue tax burden on the taxpayer for whom the service is provided.

Despite enormous tax burdens, citizens appear willing to pay

reasonable compensation for continued effective police work and the advantages that flow therefrom for the community. The different views of what is reasonable is what has prevented the parties in this impasse from reaching agreement on the terms of a new contract. The setting of a "Just and Reasonable" salary is a most difficult task.

In arriving at its Award the Panel was ever mindful of the statutory criteria of Section 209.4 of the New York State Civil Service Law. These criteria were previously cited in this Award.

Because the Town of Yorktown is on the Westchester-Putnam County line the Panel has taken note of the contiguous Putnam towns of Carmel and Putnam Valley paid particular attention to salaries paid and increases granted police officers in the Towns of Westchester County.

In comparing police contracts in the various communities, one must keep in mind that though there are similar characteristics to all police work-night and weekend tours, the disagreeable job of curbing the liberties of fellow human beings and the ever present danger of being a policeman-there is a difference in function, hazard, racial milieu and in the demands of the respective communities. Also, the contracts negotiated between the parties in each municipality reflect the compromises and priorities they settled on.

The P.B.A.'s demand for an across-the board salary increase of 12% cannot be justified under the required statutory criteria. For an increase that substantially exceeded (50% more) those granted by other Westchester County Town Police Departments would not be in the "interests and welfare of the public and financial ability of the public employer to pay." In addition, concerning the "comparison of wages, hours and conditions of employment of the employees involved in the arbitration," the Panel does not find that the Yorktown P.B.A. suffers greatly in this area. Indeed, since 1980, they have advanced from 11th out of 11 Westchester County Town Police Department to 4th out of 11 by 1982.

In the evidence presented to the Panel by the P.B.A. (and not contested as to accuracy) (P.B.A. Ex.2 p.31), the 1983

reported settlements for Westchester County Town Police Departments show increases in annual salaries of 8.3% for 1983 and 7.5% for 1984. Town Exhibit 12 showed that for 1983 Carmel had a 7.5% increase and Putnam Valley a 13.3% increase. Some of these represent the amount settled for in the second or third year of multi-year agreements, so they may not be truly representative of the settlements still to be agreed to this year. Nevertheless, they provide a rough benchmark upon which to evaluate salary proposals. Based on this measurement, the P.B.A.'s proposal of a 12% increase is far in excess of that necessary to keep pace with other Towns.

An examination of the materials presented to the Panel by the parties reveals that The Town of Yorktown falls roughly in the lower range of Westchester Towns in its ability to pay. Yorktown's ability to pay, while not excessive, is capable of maintaining Yorktown Police Officers in close proximity to their standing in the County at the end of 1982, when their last contract expired.

In determining a just and reasonable salary increase the Panel considered various approaches and alternatives and in doing so took note of the fact that: 1) in the last two previous contracts between the parties, arrived through voluntarily negotiated settlements, the Yorktown Police Officers dramatically improved their position relative to other Westchester County Town Police Departments in that they advanced from 11th to 4th out of 11, 2) the Town maintained that there was a ready availability of candidates at the present starting salary, and 3) it seems fairly clear that there is little basic disagreement between the parties on the actual facts, and on the actual relative placement of the Police Officer's salaries, as compared with those of other Westchester County Towns.

A review of the prior contracts of the parties indicates that both in the 1979-80 and the 1981-82 contracts, the parties utilized split raises in order to effectuate the substantial change in the relative standing of the Yorktown Police Officers as compared to those in other Westchester County Towns.. A split

increase is generally used to give the employee a somewhat larger increase at reduced cost to the employer in that year, this is because the first increase is for the full twelve months of the year while the latter increase is effective for only a portion of the year such as six months. The pattern of split increases if it were to be employed again would enable the Town to grant its police officers similar annual percentage raises as other Westchester County Towns granted their police departments, but the cost to the Town would be less that year. However, in the following year the Town would have to bear the full cost of the prior split increase.

Keeping all of the foregoing in mind, the Panel has awarded a wage adjustment which it feels is in conformance with the statutory criteria of Section 209.(4) of the New York State Civil Service Law. The salary award must be viewed as part of a total package concept and in its relationship to the fringe package.

Award:

1. Starting salary remain "as is" for the years 1983 and 1984.
See next issue Town b.1 for additional clarification.
2. Effective January 1, 1983, there shall be a four (4%) percent increase in salary for all Police Officers hired prior to the date of this Award.
3. Effective July 1, 1983, there shall be a four (4%) percent increase in salary for all Police Officers hired prior to the date of this Award.
4. Effective January 1, 1984, there shall be a seven (7%) percent increase in salary for all Police Officers hired prior to the date of this Award.
5. The existing percentage differential for other ranks and assignments shall be continued for both 1983 and 1984.

b. 1 Freeze First Year Patrol Officer Salary

Town Demand:

Freeze first year patrol officer salary at the present level of \$19,326.

Position of the Parties:

Town believed that freezing compensation offered starting patrol officers was the way to save needed money for the Town as it

would not effect the quality of applicants for the position of police officer in the Town of Yorktown while avoiding injury to present department personnel.

Town pointed out that "This course of conduct has been followed in a number of Westchester communities, including the nearby City of Peekskill, where starting salaries have actually been reduced (T. Ex. 10)."

P.B.A. maintained that "There has been no justification by the Town for freezing the salary of first year patrolmen. The existing wage rates should be increased to reflect all of the same factors which are reflected in the salary increase applicable to the remainder of the bargaining unit."

Discussion:

The Town's position that it would have no difficulty recruiting qualified applicants at the present rate of pay was not disputed only its fairness was contested. In the past, according to the testimony of PBA President Officer Lander, there had been ten to twelve transfers into the department since he joined in 1974 and he could recall no transfers out of the department during that same period.

The Panel in recognition of the ready availability of candidates at the present \$19,326. starting salary and to enable the Town to save some needed money during the initial year of training men for the department, has decided on a salary freeze for those hired after the date of this Award. Additionally, it agreed to a new salary schedule for those new hires which balances their step increases to maximum.

Award:

For all police officers hired after the date of this Award, the salary schedule shall be as follows:

	<u>1/1/83</u>	<u>7/1/83</u>	<u>1/1/84</u>
Start	\$19,326	\$19,326	\$19,326
After 1 year	\$21,506	\$21,851	\$22,479
After 2 years	\$23,686	\$24,376	\$25,632
After 3 years	\$25,867	\$26,902	\$28,785

a. 7 Longevity

P.B.A. Demand:

Longevity be increased by a percentage at least equal to the percentage increase of the salary.

Position of the Parties:

P.B.A. felt that by increasing longevity by the same percentage as police officer's salaries it would maintain the longevity's relative value.

Town's response was that "This demand ignores the fact that Yorktown already has the most generous town police longevity provision in Westchester County...In light of the pace-setting position of Yorktown vis-a-vis longevity benefits, it would be patently inappropriate for the panel to order the Town to augment its longevity provision."

Discussion:

The Longevity Schedule in the expired contract compares favorably with other Westchester Towns and in view of the Town's budget limitations, no improvement is warranted.

Award:

Longevity be maintained "as is".

a. 8 Night Differential

P.B.A. Demand:

In addition to their normal salary, members who work between the hours of 1:00p.m. and 8:00a.m. shall be entitled to a ten (10%) percent night differential.

Position of the Parties:

P.B.A. argued that Night Differential is an established benefit in several other Police Departments in Westchester and Rockland Counties and is justified because of the difficulty and stress in working rotating tours of duty in adverse conditions.

Town's rejoinder was that "No town in Westchester provides night differential for its police officers (T. Ex.33). Rotating tours and night work are intrinsic to a policeman's job. Because this has been a fundamental characteristic of police work, police salaries have traditionally been higher than salaries of other public employees."

Discussion:

Being on duty during the hours of 1:00p.m. and 8:00a.m. is to be expected in police work as public safety is a twenty-four (24) hour, around-the-clock operation. This fact is known when individuals apply for positions with town police departments.

Additional pay for working these hours is not a benefit usually or commonly found, if at all, in Westchester County police contracts.

Award:

P.B.A. demand be denied.

a. 9 Mileage Allowance

P.B.A. Demand:

Members who use their own vehicle on department business shall receive a mileage allowance of \$.23 per mile or the maximum amount permitted under the I.R.S. regulations, whichever is more.

Position of the Parties:

P.B.A. proposed that the mileage allowance be increased to the suggested sum in order to maintain a proper level of reimbursement so that employees are not required to subsidize the operation of the Police Department.

Town noted that this was a monetary demand to "be evaluated as part of the total monetary cost to the Town."

Discussion:

The costs of operating an automobile have been steadily increasing - insurance rates have increased, repairs are more expensive, etc.

The required usage of a police officer's car is controllable by the Town, thus it can control the total expenditure in this area and minimize the impact on the Town Budget even if a reasonable mileage allowance is granted.

Award:

As of the date of this Award, the mileage allowance shall be increased to twenty cents (20¢) per mile.

a. 10 Out of Title Clause

P.B.A. Demand:

Revise present clause to read that Out of Title Pay

entitlement is due from the time the individual is working and performing the duties of a higher rank rather than after a period in excess of 12 consecutive days.

Position of the Parties:

P.B.A. maintained that "Any individual who is required to perform the duties of a higher rank assumes the responsibilities which are inherent in that higher rank. Therefore, the individual upon assumption of the duties and responsibilities of that higher rank, should receive payment at the higher rate from the time of such assumption. There is no realistic justification for making the individual assume the responsibilities and duties of the higher rank for 12 consecutive days without receiving Out of Title Pay.

Town argued that the P.B.A. had failed to justify the requested change and that it was merely a demand for more money which had to "Be evaluated as part of the total monetary cost to the Town."

Discussion:

P.B.A. did not present evidence showing that Town was abusing this provision which enables the Town to temporarily fill required positions and evaluate the police officers for possible future promotions.

Award:

Out Of Title Clause remain "as is."

- a. 11 Personal Days
- and
- b. 4 P.B.A. Demand:

Increase present three (3) days to five (5) days per contract year and police officers have the option of being paid in cash at the member's normal rate of pay for unused personal leave days.

Town Demands:

- 1) Reduce present three (3) days to two (2) days per contract year.
- 2) Personal Days only be usable for obligations which

cannot be fulfilled outside of the officer's assigned tour of duty.

3) Personal Leave be rendered unaccruable past a six-month period.

Position of the Parties:

P.B.A. noted that "Three (3) personal leave days is the minimum benefit which is given to other police officers in the Towns and Villages of Westchester County; there is only one jurisdiction with fewer personal days." The majority offer more.

P.B.A. maintained that "The proposal that members have the option of receiving payment for unused personal days represents a conversion of unused time to cash compensation and is in the interest of the Town as well as the P.B.A.

Town, in turn, argued that "The P.B.A. has failed to proffer evidence justifying an increase in personal leave." Additionally, it contended that personal days should only be used for serious personal business which could not be dealt with during non-working time and not be viewed as an additional form of compensation. With rotating shifts and ability to shift tours, two personal days per year is clearly sufficient for police officers to conduct serious personal business.

Town indicated that very few of the other Westchester Town Police contracts permitted the accumulation of personal days, so "Yorktown Police have the best of both worlds: A healthy pool of personal leave and the ability to accrue such leave for the following year."

P.B.A. answered that the Town failed to introduce any "evidence of any problem or abuse in the existing plan" and no purpose would be served by erecting artificial barriers- limitation of use, limiting use to one every six months, etc.

Discussion:

During the course of the Arbitration Hearing, the P.B.A. failed to present specific evidence showing that the present number of days was inadequate and the Town did not produce evidence of abuse by the P.B.A. of the present provision.

The purpose of Personal Leave Days is to provide an employee with paid time off to conduct urgent personal business which could not be done at any other time. If there is no need to use it, there should be no obligation to pay, as P.B.A. requested, for its non-use.

Award:

Present Personal Leave Provision be continued "as is."

a. 12 Disciplinary Charges

P.B.A. Demand:

Disciplinary charges be heard by an impartial arbitration panel selected under the rules of the American Arbitration Association rather than by the Town Board.

Position of the Parties:

P.B.A offered that "A Town Board does not have the background and expertise necessary to serve as a judicial body. Also, Town Boards may be subject to local politics and internal operating considerations."

Town, in support of its denial of this demand, cited the Appellate Division case Town of Greenburgh v. The Police Association of the Town of Greenburgh, (T. Ex. 58) which held that the Westchester County Police Act mandated that disciplinary matters concerning town police officers must be heard by the Town Board or the Board of Police Commissioners and this obligation is non-delegable.

Discussion:

In view of the above cited Appellate Division case the P.B.A. demand is non-negotiable and must be rejected by the Panel.

Award:

P.B.A. demand be denied.

a. 13 Payment of Accumulated Sick Leave Upon Separation

and
b. 5 P.B.A. Demand:

Members entitlement to payment of accumulated sick leave upon separation be increased to 100% and an expansion of circumstances in which a Police Officer is entitled to such compensation.

Town Demands:

- 1) Town would reduce lump sum payment to 50% of value
- 2) Town would delete the present option of having one-half of his accrued sick leave applied while the employee remains on the payroll up to a maximum of four months.

Position of the Parties:

P.B.A., in support of its demand, said that "Accumulated sick leave is something which is accumulated by employees during the course of their employment and the circumstances under which they receive such compensation should not be narrowly restricted" nor reduced in value, rather they should be entitled to the entire 100% value.

Town claimed that permitting employees to stay on the payroll after retirement through application of accrued sick leave creates a phenomenon known as "pyramiding" i.e. while remaining on the payroll though he has left active duty, the Police Officer "generates further amounts of vacation and leave days, which in turn create more time off. The end result is that the officer is able to remain on the payroll for much longer than his original accrual of sick leave" as happened with Sgt. Fred Lena.

The Town also pointed out that sick leave is a fund to be tapped in time of illness and is not an additional pay day. "In the 4 years from 1979 to date, this benefit has cost Yorktown approximately \$250,000. enough to pay for 3 additional full time, active and needed police officers in that period." Still greater costs can be expected in the future and they must be reduced, hence the request to reduce to 50%.

P.B.A. noted that "no evidence has been presented that the present provision is not working or that it does not meet the needs of the parties."

Discussion:

The present provision was significantly revised effective in the parties' last contract as a result of voluntary negotiations. and so should not be readily changed without evidence that it is not working in practice as was expected.

Sgt. Fred Lena's retirement, Town Ex. 38, proved to be an unexpected surprise. It showed how costly pyramiding could become. "Although Sgt. Lena left active duty on April 10, 1981, he continued to accrue vacation days, holiday pay, veterans days pay, and personal days for both the remainder of 1981 and all of 1982." Some relief is indicated.

This benefit may have cost the Town some \$250,000 from 1979 to date, but how much of that was offset by police officers not taking sick leave for had they done so, their posts would have had to be filled by other officers at overtime rates.

Award:

The Payment of Accumulated Sick Leave Upon Separation provision be left "as is" except that the time an employee is permitted to remain on the payroll be reduced from four (4) to three (3) months.

a. 14 Cleaning of Duty Apparel

P.B.A. Demand:

Members assigned as Youth Officer, Detective and/or Plainclothes shall be entitled to cleaning of duty apparel.

Position of the Parties:

P.B.A. suggests that since the Town provides uniform cleaning service for all uniformed personnel as a matter of equity it should provide the same cleaning of duty apparel to those who are assigned as Youth Officers, Detective, or Plainclothes.

Town answered that "A perusal of the uniform cleaning provisions of Westchester town police contracts reveals that most non-uniformed personnel do not receive either a cleaning service or a cleaning allowance. Three towns provide a small cleaning allowance, but no town provides a cleaning service."

Discussion:

In terms of the facts presented, the number of police departments that have this provision in the County is rare. The Panel deemed it advisable to concentrate limited available funds in improving the salary schedule rather than introduce new contractual benefits.

Award:

P.B.A. demand be denied.

a. 15 Youth Officer, Detective and Plainclothes Differential
P.B.A. Demand;

Those members assigned as Youth Officer, Detective and/or Plainclothes be entitled to the benefits and salary of Detective for the period of such assignment.

Position of the Parties:

P.B.A., in support of its demand, noted that "The employees assigned as Youth Officer, Detective or Plainclothes perform the same functions and have the same responsibilities as individuals who are designated as Detective. Their compensation, therefore, should be the same."

Town felt that if it had to provide additional compensation to members assigned as Youth Officer, Detective and/or Plainclothes it would be discouraged from making these assignments and this would deprive the P.B.A. members from experiencing these opportunities which they seem to want.

Discussion:

P.B.A. did not dispute that its members appreciated these assignments nor did it offer evidence as to how the Town had been taking advantage of them by making these assignments. It did not indicate whether they had been for two (2) weeks, two (2) months or possibly two (2) years.

However, unless some provision is made there would be no incentive for the Town to rotate these desirable assignments or for an individual, after gaining experience in the position, wanting to continue in it.

The parties have already established a precedent of providing additional compensation, after a stated period of time, when police officers are assigned temporary additional duties in their Out of Title clause (see a.10 discussion).

Award:

Effective as of the date of this Award, officers assigned on a non-permanent basis as Detectives and Plainclothes for more than sixty (60) calendar days in any one calendar-year period will be entitled to a prorated portion of the detective clothing allowance retroactive to the first day of the assignment and the detective salary differential from the 61st day of the assignment forward.

Effective as of the date of this Award, officers assigned as Youth Officers will be entitled to a prorated portion of the detective clothing allowance retroactive to the first day of the

assignment.

b. 2 Two Year Step for Detectives, Sergeants and Lieutenants

Town Demand:

Amend Article III of the Agreement to include a two year step for Detectives, Sergeants and Lieutenants prior to their reaching maximum salary.

Position of the Parties:

Town's "rational for this demand is that increased wages should be the result of increased job experience." It argued that the same reasoning (reward for increased skill and experience in a particular job category) which recognizes that patrol officers must serve a period of four (4) years before reaching maximum salary should apply to Detectives and supervisory officers. Furthermore, "P.B.A. Ex. 2 reveals that the Town's differential between ranks is the highest in the County."

P.B.A. responded that "in none of the Westchester Town or Village Police Departments* contracts are there provisions for step increases in the annual salary of Detectives, Sergeants and Lieutenants" and no justification was presented by the Town for doing so."

Discussion:

In terms of the evidence, there appears to be no Town or Village Police Department in Westchester County that has this provision. Unlike starting patrol officers, Detectives, Sergeants and Lieutenants have had extensive police experience prior to attaining these ranks.

Award:

Town demand be denied.

b. 3 Local Court Appearances

Town Demand:

Amend present provision requiring compensation of a minimum of four (4) hours, regardless of the actual length of time spent in court, to provide a minimum of one (1) hour for all local court appearances.

Position of the Parties:

Town argued "Such a change would be acknowledgement of reality" for T. Ex. 42 documented that "The vast majority of local court appearances require less than four (4) hours to complete." In further justification of its demand, Town called attention to

the fact that "as custom now stands, a police officer assigned a court appearance lasting just five (5) minutes is not required to perform other police duties during the additional three (3) hours and fifty-five (55) minutes for which he/she is automatically paid." This is "an inequitable situation, whereby the officer is paid excessively for time not worked."

P.B.A.'s rejoinder was that "The present practice is consistent with the practice throughout the county" and is to provide an appropriate level of compensation for employees whose "off-duty time is disrupted and cannot be put to full use."

The scheduling of local court appearances is beyond the control of the police officers. "the Town should make appropriate arrangements for Police Officers to appear in the local court during their regularly scheduled tours."

Discussion:

When a police officer has to appear in court when he is not on a tour of duty, he is entitled to compensation for the inconvenience, discomfort and personal disruption involved in having to report to court when off-duty. The parties, in the past, agreed that the compensation shall be a minimum of four (4) hours call-in pay.

The court calendar is a management function and the Town should get together with the presiding judges and try to reduce its costs of off-duty police officers court appearances by better scheduling rather than be reducing their guaranteed minimum four (4) hour call-in.

Award:

Town demand be denied.

b. 6 Pro-Rata Sick Leave

Town Demand:

Add new section to Sick Leave provision providing for pro-rata deductions from sick leave for an employee who leaves work before the end of his eight hour tour of duty due to illness.

Position of the Parties:

Town said "Such a proposal is the product of common sense, logic and fairness. There is absolutely no justification for a situation where an officer who has missed two halves of one day is to be paid in full, while an officer who is absent for an

entire day is forced to use a day's sick leave. Both employees have been absent during a tour of duty due to illness, and both should be required to use sick leave time to cover for the period of absence."

P.B.A. argued that no evidence was presented "that this is a prevailing practice elsewhere" nor was any justification offered for such a benefit. It could prove more costly for the Town for a police officer not feeling completely well might not report for duty if there was the possibility he wouldn't complete his tour and they would have to get a replacement at over-time rates.

Discussion:

Inasmuch as the Town provided very little information concerning the number of instances police officers had to leave their scheduled shift before quitting time and how many hours were involved in each instance, it was difficult for the Panel to evaluate the impact or necessity for the change sought by the Town. Also not stated was whether to do it in half or quarter days, hours or minutes, any one of which could present unforeseen problems in calculating and/or record keeping.

Award:

Town demand be denied.

b. 7 Previous Practice Clause

Town Demand:

Delete previous Practice Clause from the contract.

Position of the Parties:

Elimination of this provision, Town maintains would reduce the possibility of conflict and litigation in the future for all terms and conditions would be dealt with in the contract, thereby ultimately saving time and money for all parties concerned and promoting better relations between them.

P.B.A. stated that "There is no evidence that the Town is being harmed by the existence of any past practice. Moreover,

all of the negotiations have been conducted with the understanding that all of the existing terms and conditions of employment would continue unless otherwise set forth."

Discussion:

The concept of a complete contract sounds good, but is difficult to achieve because it is hardly possible to incorporate all the practices, procedures and policies concerning the terms and conditions of employment in a contract.

The Town did not cite any instances of conflict or litigation which arose from having the previous practice clause in the contract.

Award:

Town demand be denied.

b. 8 Grievance Definition:

Town Demand:

Amend contract to read "Grievance shall be defined as any dispute arising over the application of a specific provision of this contract."

Position of the Parties:

Town sought to restrict possible grievances to misapplication of contract provisions.

P.B.A. noted "There is no history of a large number of grievances filed nor is there any evidence that the existing provision has not served to foster the resolution of disputes."

Discussion:

The Town has not demonstrated that the operations of the present grievance definition has resulted in misapplication of contract provisions or has lead to an abnormal number of grievances filed by the P.B.A. Fact is, the undisputed P.B.A. testimony was that there had been no history of their filing a large number of grievances.

Award:

Grievance Definition be left "as is".

STATE OF NEW YORK)
COUNTY OF NASSAU } SS:

On this 13 day of October, 1983, before me personally came and appeared Ernest R. Stolzer 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.

Eileen M. Rathgeber

EILEEN M. RATHGEBER
Notary Public, State of New York
No. 30-8499400
Qualified in Nassau County
Commission Expires March 30, 1984

STATE OF NEW YORK)
COUNTY OF WESTCHESTER } SS:

On this 18th day of October, 1983, before me personally came and appeared John P. Henry to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Diana J. Gardner

DIANA J. GARDNER
Notary Public, State of New York
No. 4692141
Qualified in Westchester County
Commission Expires March 30, 1985

STATE OF NEW YORK)
COUNTY OF ROCKLAND } SS:

On this 10th day of October, 1983, before me personally came and appeared I. Leonard Seiler 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.

Seymour Leichter

SEYMOUR LEICHTER
NOTARY PUBLIC, State of New York
No. 44-7481550, Qualified in Rockland Co.
Commission Expires March 30, 1984

Dissenting Opinion of Employer Panel Member

As representative of the Employer, Town of Yorktown, I must respectfully dissent from the Panel's determination with respect to the wage increase for police officers presently employed by the Town.

Section 209.4(v) of the Taylor Law requires that the Panel consider a number of factors in determining a just and reasonable wage settlement. Foremost among the factors are: 1) the ability of the public employer to pay for the wage increase, and 2) comparison of the wages, hours, and conditions of the police officers of the Town with officers in the surrounding localities.

While recognizing that the wage settlements in towns and villages in surrounding areas for 1983 have been slightly in excess of the wage settlement recommended by the Panel, I firmly believe that the wage increase does not adequately reflect the financial status of the Town and its citizenry. The citizens of Yorktown have the lowest median and per capita income of any of the towns in Westchester which have their own Police Departments. Similarly, the homes of the Town's citizens have the lowest median value of all the towns in Westchester County.

The tax rate in the Town is the second highest of the towns in Westchester, and during the ten year period of 1974 to 1983 the rate has risen 117%. As with all towns, the Town tax rate does not accurately reflect the entire tax burden because the

taxpayers must also pay school taxes and county taxes. The Town's citizens also pay relatively high school taxes when compared to other communities. Hence, Yorktown's taxpayers are less able to absorb the costs of increased police salaries than the citizens in other municipalities.

The Town government itself is also in the midst of a very difficult financial situation. The Town is more dependent on real property taxes than towns in New York State in general and, therefore, any increases needed in revenues fall more heavily on the taxpayers here than in other towns even though they are less able to absorb those costs. The Town has a small surplus because it has had to pay for deficits incurred by past administrations. Such surpluses are normally used as a revenue source to defray some of the cost to the taxpayers themselves or to cover unforeseen contingencies. This past year's small surplus is already spoken for. Further, the Town has no contingency fund in the 1983 Budget for a wage increase for 1983 or other unforeseen or unforeseeable expenses. The Town's financial situation warrants but a moderate increase for the police officers which will not injure the Town's financial recovery.

As noted previously, under the statute the Panel must also compare the terms and conditions of employment of Yorktown's police officers with their peers in surrounding localities. Those settlements, which average approximately 8.3% for 1983, reflect an increase which those municipalities apparently believed they were

able to fund. Those negotiated increases unfortunately set a benchmark against which all other settlements are measured, regardless of the ability of the other employers to afford such a settlement. The settlements reached by other municipalities reflect a judgment on the part of those jurisdictions that they are able to afford such increases but do not reflect the lack of ability of the Town of Yorktown to pay for a similar increase.

Based upon a weighing of the Town's ability to pay against the police officers' terms and conditions of employment when compared to officers in other municipalities, I believe that a fair and reasonable wage increase is six percent (6%) effective January 1, 1984. Such an increase would absorb the increase in cost of living as reflected in the rise in the Consumer Price Index of six percent from May, 1982, to May, 1983. While the six percent increase may lower the position of Yorktown's officers relative to their peers, such a decline would put them in a position which more accurately reflects the ability of Yorktown's citizens to pay for their salaries. At the present, while Yorktown's citizens are among the poorest in Westchester County, the first grade police officers in the Town are paid 4th highest of the 11 town departments.

I recognize that the majority's award of a "split" 8% increase for 1983 softens the cost impact on the 1983 Budget. However, that savings is somewhat deceiving because the officers will catch up to the full 8% increase on January 1, 1984, and that 8% increase will carry forward into the future. The officers'

salaries after two (2) years of the contract will be 15% higher than they were on December 31, 1982, regardless of the fact that the dollar cost of 1983 salary increase to the Town was only 6%.

In summary, I would note that the Panel spent a considerable amount of time discussing the issue of salary. Unfortunately under the statutory scheme, the settlements reached by other municipalities tend to overwhelm proper consideration of the ability of the Town of Yorktown to pay a similar increase. I believe that the Town of Yorktown is simply not as able to pay the increases negotiated by other towns and villages in Westchester County. Therefore, I dissent from the Panel's determination in the issue of salary increase for officers presently employed by the town.

Respectfully submitted,


Ernest R. Stolzer