

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
IN THE MATTER OF THE ARBITRATION BETWEEN

TOWN OF NORTH CASTLE

-and-

POLICE BENEVOLENT ASSOCIATION OF THE TOWN OF :
NORTH CASTLE, INC. :

CASE NO. IA84-8; M84-26

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PANEL'S
OPINION and AWARD

The Public Arbitration Panel (hereinafter referred to as the "PANEL") composed of Town Appointee Bertram Pogrebin, Esq., PBA Appointee John P. Henry, and Chairman Paul G. Kell were appointed in accordance with the procedures of the NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD to inquire into the causes and circumstances of the continued impasse between the TOWN OF NORTH CASTLE (hereinafter referred to as the "TOWN"), and the POLICE BENEVOLENT ASSOCIATION OF THE TOWN OF NORTH CASTLE, INC. (hereinafter referred to as the "PBA"), and to render an Interest Arbitration Award.

Arbitration Hearings were held in North Castle, New York on November 7, 1984 and December 7, 1984. Both Parties submitted a post hearing brief. All of the evidence having been presented, the Arbitration Hearing was accordingly closed. The Panel met in executive sessions. After due and deliberate consideration of all of the evidence, exhibits, testimony and documents presented by the Parties, the following is the Panel's Award.

APPEARANCES: FOR THE TOWN:

BRUCE R. MILLMAN, ESQ. of Rains & Pogrebin, Esqs., Attorney for
the Town
RICHARD ZUCKERMAN, ESQ. of Rains & Pogrebin, Esqs., Attorney for
the Town
RUTH WALSH, Department Manager, Finance Department
ALBERT L. STIPO, Chief of Police

FOR THE PBA:

DAVID SCHLACHTER, ESQ., of Schlachter & Mauro, Esqs., Attorney for
the PBA
DANIEL ODERIFERO, PBA President
EMIL ZASTENCHIK, PBA Committee
DONNA STIPO, PBA Committee
EDWARD FENNELL, Municipal Finance Consultant

IN GENERAL:

(A) The dispute involves the continued impasse for an Agreement which expired on December 31, 1983. Pursuant to said continued impasse, on August 13, 1984 the New York State Public Employment Relations Board appointed the three man Public Arbitration Panel in accordance with Section 209.4 of the Civil Service Law. Arbitration Hearings were held during which time the Parties were afforded the opportunity to present testimony, exhibits and documentation in support of their relative positions. At the conclusion of same, both Parties submitted a post hearing brief.

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

(C) In evaluating requests for economic improvements, the Panel, in addition to other criteria, has given weight to the CPI (Consumer Price Index); the position of the PBA in relation to other county units; PBA settlements in other comparable county units; the fiscal position of the Town, including the tax structure, the ability to pay, and the total money contained in this Award.

(D) In considering requests for changes in non-economic contract language and contract terms, the Panel, in addition to other criteria, has considered the need for the requested changes as witnessed by evidence presented by the Parties; as well as the effect of said changes, and the problems that arose during the contract term which necessitate, suggest, and support the changes.

(E) The Parties agreed to waive a transcript of the proceedings. In addition the Parties stipulated that the Agreement should be for two years, covering the period January 1, 1984 to December 31, 1985.

(F) The issues submitted to Arbitration are as follows:

- Issue #1: Salary (PBA & Town proposal)
- Issue #2: Longevity (PBA proposal)
- Issue #3: Holidays (PBA proposal)
- Issue #4: Vacation (PBA & Town proposal)
- Issue #5: Sick Leave (PBA proposal)
- Issue #6: Personal Leave (PBA proposal)
- Issue #7: Bereavement Leave (PBA proposal)
- Issue #8: Death Benefits (PBA proposal)
- Issue #9: Life Insurance (PBA proposal)
- Issue #10: Health Insurance (PBA & Town proposal)
- Issue #11: Dental Plan (PBA proposal)
- Issue #12: Optical Plan (PBA proposal)
- Issue #13: Tuition (PBA & Town proposal)
- Issue #14: Work Year (PBA proposal)
- Issue #15: Night Differential (PBA proposal)
- Issue #16: Deletion of Article XIX (Town proposal)

(G) Pertinent sections of the statutory provisions of Section 209.4 are as follows:

(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 other relevant factors, the following:

a. comparison of 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 the 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.

(H) The Panel met in Executive Sessions, during which it considered all of the evidence, exhibits, testimony, and documentation submitted by the Parties, including that submitted at the hearings and in the post hearing briefs; and the Panel weighed same against the statutory criteria contained in Section 209.4 in rendering its Award. The Panel agreed by majority vote, not to address changes on Issue #2 (Longevity), Issue #3 (Holidays), Issue #4 (Vacation, PBA Proposal), Issue #5 (Sick Leave), Issue #6 (Personal Leave), Issue #7 (Bereavement Leave), Issue #8 (Death Benefits), Issue #9 (Life Insurance), Issue #10 (Health Insurance), Issue #12 (Optical Plan), Issue #13 (Tuition), Issue #15 (Night Differential), and Issue #16 (Deletion of Article XIX); with retention of the current contract provisions related to the above cited articles; and by majority vote the Panel agreed to only address changes on Issue #1 (Salary), Issue #4 (Vacation, Town proposal), Issue #11 (Dental Plan), and Issue #13 (Work Year). While the Award contains the initial proposals of the Parties, it only contains the position of the Parties and the Panel's discussion related to Issue #1 (Salary), Issue #4 (Vacation, Town Proposal), Issue #11 (Dental Plan), and Issue #14 (Work Year).

PROPOSALS OF THE PARTIES:

Issue #1: Salary

A) PBA Proposal:

- 1) Retroactive to January 1, 1984
 - a) Police Officer after 4 years \$29,800
 - b) Police Officer Detective \$33,972
 - c) Sergeant \$34,866
 - d) Lieutenant \$38,740
- 2) Members with less than 4 years of service to receive a salary increase equal to the dollar increase received by a Police Officer after 4 years of service

- 3) The same 1984 salary increases to be applicable in the second year of the contract, effective January 1, 1985.

B) Town Proposal:

- 1) Continuation of freeze for new hires
- 2) Division by 4 between Step 1 and prevailing rate to calculate yearly increment
- 3) Fourth Step Police Officer to be increased by 4.1% retroactive to January 1, 1984; and 4.1% effective January 1, 1985

Issue #2: Longevity

A) PBA Proposal:

- 1) Increase longevity by \$200 per category
- 2) If hired between January 1 and June 1, payment shall be received on July 1
- 3) If hired between July 1 and December 31, payment shall be received on December 1

B) Town Proposal:

- 1) No change in the current contract provision

Issue #3: Holidays

A) PBA Proposal:

- 1) Increase number of holidays from 13 to 16 paid holidays, worked or not; said holidays to be Christmas Eve, New Year's Eve, and Easter Sunday
- 2) Employee's rate of pay for paid holidays to be 1/248.75 of employee's annual salary
- 3) Employees who work on any holiday shall receive time and one-half, and a day returned

B) Town Proposal:

- 1) No change in the current contract provision

Issue #4: Vacation

A) PBA Proposal:

- 1) A new annual vacation schedule as follows:

After 1 year of police service	15 work days
After 4 years of police service	20 work days
After 7 years of police service	25 work days
After 20 years of police service	30 work days

B) Town Proposal:

- 1) Deletion of payment for a holiday, if it falls during a vacation

Issue #5: Sick Leave

A) PBA Proposal:

- 1) Each employee to receive 15 sick days per year
- 2) Increase from 50% to 75%, of 165 days
- 3) Increase from 60% to 65%, of 240 days

B) Town Proposal:

- 1) No change in the current contract provision

Issue #6: Personal Leave

A) PBA Proposal:

- 1) Employees shall receive 7 personal leave days with pay per year. Personal leave days shall not be denied solely for the reason that granting of personal leave would incur payment for overtime
- 2) Unused personal leave shall be paid in cash at overtime rate on January 15 of the year following the year of entitlement

B) Town Proposal:

- 1) No change in the current contract provision

Issue #7: Bereavement Leave

A) PBA Proposal:

- 1) Employees absent from duty because of death of a member of their immediate family to be granted 4 work days leave with pay for each occurrence; immediate family defined as the member's or member's spouse's mother, father, sisters, brothers, spouse, and grandparents
- 2) Two work days bereavement leave to be granted in the event of death of member's or the member's spouse's aunts, uncles or cousins

B) Town Proposal:

- 1) Rejection of PBA proposal on bereavement leave, and retention of current practice

Issue #8: Death Benefits

A) PBA Proposal:

- 1) In addition to benefits currently provided, Town to pay reasonable funeral expenses incurred by family of an employee who dies in the line of or in the performance of duty; said payment not to exceed \$4,000

B) Town Proposal:

- 1) No change in the current contract provision

Issue #9: Life Insurance

A) PBA Proposal:

- 1) Town to provide a life insurance policy of \$50,000 coverage for each employee; said coverage through New York State Federation of Police Group Life Insurance Plan
- 2) Dependent coverage provided by Town as follows: \$5,000 for spouse, and \$1,000 for each child

B) Town Proposal:

- 1) No change in the current contract provision

Issue #10: Health Insurance

A) PBA Proposal:

- 1) Members who resign or retire after 10 years of service and have acquired vested rights shall be provided with the full health/medical insurance plan

B) Town Proposal:

- 1) Rejection of PBA proposal on health insurance

Issue #11: Dental Plan

A) PBA Proposal:

- 1) The Town to increase the Dental Plan contribution from \$300 to \$360 per employee per year
- 2) Members who retire after the effective date of the Agreement shall continue to receive full payment by the Town for the Dental Plan, for retired members and eligible dependents

B) Town Proposal:

- 1) Continuation of the current contract contribution to the dental plan
- 2) Rejection of the PBA dental plan proposal for retirees

Issue #12: Optical Plan

A) PBA Proposal:

- 1) Town shall provide full family coverage under the optical plan available through the New York State Federation of Police Optical Plan

B) Town Proposal:

- 1) Rejection of the PBA proposal for an optical plan

Issue #13: Tuition

A) PBA Proposal:

- 1) Town to provide payment to employee for any course taken relating to the Police field or any other course approved by Chief of Police

B) Town Proposal:

- 1) Change tuition so that it shall be paid upon successful completion of course

Issue #14: Work Year

A) PBA Proposal:

- 1) Members shall work a schedule which reflects an average of 248.75 days per year

B) Town Proposal:

- 1) Retention of current contract work year

Issue #15: Night Differential

A) PBA Proposal:

- 1) Members who work between the hours of 4 PM and 8 AM shall be paid, in addition to the regular hourly rate for time worked during said hours, an additional 5% in salary

B) Town Proposal:

- 1) Rejection of PBA proposal for night differential

Issue #16: Deletion of Article XIX

A) Town Proposal:

- 1) Deletion of Article XIX under which terms and conditions remain in effect during the term of the Agreement

B) PBA Proposal:

- 1) PBA proposal continuation of current contract language

POSITION OF THE PBA:

ISSUE #1 (Salary):

The PBA proposes a salary increase of "approximately 12%" in each of the two years of the Agreement, which would raise the top grade Patrolmen to \$29,800 retroactive to January 1, 1984; with the same salary increases retroactive to January 1, 1985. The PBA supports its position for its salary proposal along the following lines: that "comparable jurisdictions" in determining appropriate wages, hours, and terms and conditions of employment are "other Westchester County towns"; that said towns are Bedford, Eastchester, Greenburg, Harrison, Mamaroneck, Mount Pleasant, New Castle, Ossining, Rye, and Yorktown; that all of said towns have the "same general taxing authority and the same general obligations", and are "relatively similar in terms of economic base"; that the wage rates in each of said towns are "higher" than the wage rates in North Castle, and the "work year" in each of said towns is "substantially less".

The PBA emphasizes the Town's "ability to pay increases in wages and benefits"; that the Town is in "excellent financial condition"; that the population is "extremely wealthy", with a median household income of \$55,222; that the Town "continues to expand", with the 1983 "estimated value of construction exceeding 17 million dollars" and with a Town base that includes "substantial commercial property"; and that accordingly the Town is "extremely sound fiscally", has an "outstanding ability to pay", and has a "relatively low tax rate".

The PBA emphasizes that "less than 1%" of the debt limit is exhausted; that there was a 1983 surplus of \$529,309, of which \$232,309 was "unappropriated"; that the 1983 general fund "exceeded budgeted revenues" by \$299,788; and that the Town admitted that "approximately \$175,000 remained undesignated" from 1984.

The PBA emphasizes the "rollover effect" from the split 1983 increase should not be charged again, since the PBA "already paid" for same as part of the previous agreement; that the split increase represented a "1983 savings", enabling the Town to pay less than other Police units; that it would take an increase of 7.9% to bring wages to the 1984 average of other Westchester towns; that there is no justification for wages lower than the "overall County average", and the unit should not receive "less than comparable jurisdictions"; that the "average 1984 increase" for Westchester towns was "7.4%", and that it would require an "above-average increase" to bring the unit in line with comparable jurisdictions.

The PBA also notes the unit works a longer work year equivalent to "3.1% more" than the average County Police officer; that same affects the hourly wage rate; and that the Panel should also consider same when considering salaries. The PBA also opposes a "wage freeze for new hires", by arguing there is no evidence to "justify a freeze of entry level salaries". The PBA therefore argues that in light of the above, its salary proposal for both 1984 and 1985 is justified, and therefore should be awarded.

ISSUE #4 (Vacation):

The PBA opposes the Town proposal to "delete payment for a holiday if it falls during a vacation", by noting that the unit holiday compensation is less than other units in the County; and that the existing benefit has existed without problems, and therefore no rationale for its change.

ISSUE #11 (Dental Plan):

The PBA supports its position for an increase in the dental contribution along the following lines: that the cost of the Family Dental Plan "has increased by \$60"; that accordingly an additional amount is required for the Family Dental Plan, and therefore the Town contribution should be increased from \$300 to \$360.

ISSUE #14 (Work Year):

The PBA supports its position for a change in the work year to 248.75 days, by noting the following: that the average number of days scheduled in North Castle is 255.5, while the average number of days scheduled in Westchester towns is "only 247.8"; that this difference of 7.7 days per year means unit officers are scheduled to work "3.1% more" than the average officer in Westchester towns; that since said 7.7 days would be "overtime", the difference is "4.5% in additional money"; and that this results in a "substantially lesser hourly rate" than Officers in other Westchester towns.

The PBA disputes that a decrease in the work year would result in the need for "two additional Officers". The PBA also argues there is "no justification for this disparity"; that granting the PBA proposal of 248.75 days per year would bring the "daily and hourly rate" into line with other Westchester town departments; and that accordingly, the PBA proposal for decrease in the work year should be adopted.

POSITION OF THE TOWN:

ISSUE #1 (Salary):

The Town proposes continuation of freeze on new hires with a division by four between the starting step and the top Police Officer step, to determine increments; and that the top step Patrolman be increased by "4.1% retroactive to January 1, 1984", with an additional "4.1% effective January 1, 1985". The Town supports its position for its salary proposal along the following lines: that the Town must allocate its "limited fiscal resources" over a number of public functions and competing Municipal services, of which Police protection is only one; that the Panel is required by law to consider the "interest and welfare of the public and the financial ability to pay", in evaluating the PBA proposals.

The Town argues that a comparison should include "County Towns and Villages" with "full time Police Departments"; that it would be "unreasonable" to ignore the salaries and working conditions of County Police Officers, merely because the employer is a "City rather than a Town or Village"; that when comparing same, the unit is "well compensated" and enjoys "reasonable conditions of employment"; that the unit has already received a "1.5% wage increase built into their 1984 salary", resulting from the "rollover" of the prior agreement; that granting of the PBA proposal would necessitate a "large scale tax increase on top of a huge tax increase in 1984".

The Town also notes that the question of "ability to pay" must be governed by what it can "reasonably afford" when considering its "constituency, tax base, economic status, future, and the need to expend monies to maintain other services"; and that the Town should not be forced to "reduce services and lay off employees", nor "exhaust its total borrowing power". The Town further notes that the size of its population "decreased", that commercial development is at a "relative standstill", and the assessible property level remains "relatively stable"; that the Town's growth rate in terms of housing units dropped from the "third highest to the third lowest" of all towns; that there was a "net decrease of 1.3% in population" with the tax base "stable over the past four years", and with an increase of assessment averaging "only 2.9% annually"; that its tax base is "severely restricted", and the Town has "limited resources" with additional expenses translated "directly into higher taxes" for the "small group of taxpayers".

The Town argues that prior negotiation settlements granted "substantial wage increases", with "compounded amounts of 8.5% in 1981, 9.6% in 1982, and 8.8% in 1983"; that the increase sought by the PBA "nearly triples the 4.1% increase in the October 1983-October 1984 cost of living index; that it represents nearly a "35% increase" in salary over the 1983 negotiated increase, and the requested increase is "not justified" by the inflationary rate.

The Town notes its proposal of 4.1% salary increase is "in addition to step increments"; that said offer would generate increases in earnings "more than one-third again" as high as the rate of inflation; that private sector salary increases are "averaging 6.6%", and "similar increases" have been negotiated for other Westchester County units; that there is no evidence the unit duties are "substantially more demanding or exacting" than existed during the prior Agreement; and that the PBA salary demands are "excessive" when considering the "cost of living, private sector settlements, settlements in other County communities, and the Town's ability to pay".

The Town notes an overall 1984 tax rate increase of "31%"; that a portion of the unappropriated fund balance was utilized, and the 1984 tax increase would have been "38%" had the Town not used same; that there has been a "sizeable tax increase" in four of the last five years, with the preliminary 1985 Town budget calling for a 6.8% tax increase; that there are "no hidden funds in the budget", and "no source of additional monies"; that the 1984 unappropriated general fund balance surplus was 6.6% of the budget, and was within the 5%-10% range of "prudent budgetary practice", and therefore additional money for funding the award is unavailable. The Town therefore argues that its proposal is "fair and equitable", and accordingly should be adopted.

ISSUE #4 (Vacation):

The Town proposes to delete the current provision which requires "payment for a holiday if it falls during a vacation", and supports its position along the following lines: that since employees "get paid for holidays whether they work them or not", the existing provision allows an employee to receive a "double payment" for time off from work; that it defeats efforts to "encourage employee productivity, and results in additional overtime costs"; and since employees "are already paid for holidays", said provision should be eliminated.

ISSUE #11 (Dental):

The Town opposes the PBA request for additional contributions to the Family Dental Plan, by noting that the current contribution is "comparable to that of other Westchester towns" and the proposed increase amounts to "20%"; that accordingly the current contribution should remain.

ISSUE #14 (Work Year):

The Town opposes the reduction of the work year from 255.5 scheduled days to 248.75 scheduled days, along the following lines: that it is "unjustified and unreasonable", and would have a "devastating impact" on the ability to provide "quality and effective Police presence"; that it would require a change in the "established manning practice", and require either the hiring of "two additional Police Officers or the curtailment of services"; that it would result in "tremendous increased overtime", and would "eliminate essential flexibility".

The Town notes that "two new Police positions" were created in 1984; that the existing schedule has existed for over ten years, with no showing for the proposed change; that there is no showing the work load has increased so as to necessitate the requested

"reduction in days worked"; that there is virtually "no violent crime", with the majority of calls resulting from "motor vehicle accidents, burglaries and false alarm responses"; and that the Town is an "extremely desirable place for Police Officers to work". The Town therefore requests since a reduction in the current work year would have "tremendous economic and operational consequences" and since the "reduced schedule" is not necessitated by an "increased level of job related duties or requirements", that accordingly the PBA proposal for a change in the work year should be denied.

DISCUSSION:

ISSUE #1 (Salary):

The Parties stipulated the Agreement should be for two years, covering the period January 1, 1984 to December 31, 1985; and both Parties submitted salary proposals covering said period. The Panel notes the Parties' positions on the issue of work year, and its relationship to salary; and the Panel notes the work year issue has been addressed under Issue #14 contained below.

The significant differences between the Parties related to salary proposals are the following: the PBA proposes a 12% increase in each year of the Agreement, with the same dollar increase to members with less than four years service. The Town proposes a 4.1% increase in each year of the Agreement; a freeze of the starting Step in each year of the Agreement, with four equal increments determined by dividing the difference between the frozen starting Step and the increased top grade Patrolmen.

The Panel notes that comparability between Westchester County Police units should not be limited to Towns, but should also include other relative County units. In making said comparisons the Panel

considered the unit salary and salaries of other relative County units; considered the salary adjustments granted the unit during the term of the previous Agreement, and salary adjustments granted other relative County units for 1984 and 1985. The Panel also considered the increase in the cost of living during the term of the previous Agreement, and the increase in the cost of living during 1984 and that projected for 1985. The Panel also considered the detailed analysis presented by both Parties on the Town fiscal position and its "ability to pay"; and considered the tax rate and tax increases during the term of the Agreement, as well as during 1984 and that projected for 1985.

There is merit to the Town position that the current starting salary of \$16,248 should be frozen for the two-year term of the Agreement; said freeze would not affect current employees, while at the same time would afford a saving to the Town should additional employees be hired in 1985; and employees hired in 1984 would move one step in 1985, and employees hired in 1985 would remain at the frozen step until their anniversary date. There is also merit to the Town position that new increments would result from the freezing of the first step; with four equal increments determined by dividing the difference between the frozen starting salary of \$16,248 and the increased top grade Patrolman; and note is taken that the amount of each individual new increment would be increased when compared with that contained in the prior agreement. Since both Parties propose a salary increase retroactive to January 1984 and a salary increase retroactive to January 1985, there is no dispute on the question of retroactivity; and the remaining question is the amount of the salary increase for 1984 and 1985.

While the evidence supports a finding for 1984 and 1985 salary increases, a review of the above cited comparisons does not warrant acceptance of either the PBA or the Town salary proposal; there is nothing in the evidence that a 12% increase in each year of the Agreement is warranted, and nothing in the evidence that a 4.1% increase in each year is warranted. Rather a salary increase retroactive to January 1, 1984 and an additional salary increase retroactive to July 1, 1984, would bring 1984 unit salaries in line with other County units; same would raise the base rate, while at the same time cost the Town less than a straight January salary increase for 1984; and the 1984 salary increases should be followed by a January 1, 1985 salary increase for 1985.

While noting the above facts, and when comparing same with the statutory criteria contained in Section 209.4, the Panel finds that the salary of the top step Patrolman should be increased by 5%, retroactive to January 1, 1984; and increased by an additional 2% retroactive to July 1, 1984; and increased by an additional 6½% retroactive to January 1, 1985. Said salary increases meet the statutory criteria contained in Section 209.4, grant equity to the unit, and are within the Town's ability to pay.

ISSUE #4 (Vacation):

The Town proposes the deletion of payment for a holiday if it falls during a vacation; and the PBA opposes such deletion. Since Officers are paid holidays, in addition to their regular salary, whether the holiday is worked or not worked, there is merit to the Town position that the current provision provides "double payment". Accordingly deletion of payment for a holiday if it falls within a vacation has merit.

ISSUE #11 (Dental Plan):

The PBA proposes an increase of \$60 (from \$300 to \$360) for the Family Dental Plan. The record shows that premiums for the Family Dental Plan have increased; and the Panel finds merit for an increase in contributions by the Town. However the increase proposed by the PBA does not have merit, nor should the increase be retroactive. The Panel finds the Town contribution to the Family Dental Plan should be increased by \$30 (thus making a contribution to the Family Dental Plan of \$330), effective the date of this Award.

ISSUE #14 (Work Year):

The PBA proposes a reduction in the work year from 255.5 days per year to 248.75 days per year; the Town opposes said reduction. When noting the work year, the personal leave and vacation, the difference approximates five work days. Note is taken that two new Officers have been added in 1984, which will assist in the unit work load. There is merit to the Town position that granting the PBA proposal would require the hiring of two additional Officers; on the other hand consideration must be given to the difference in the number of work days between the unit work schedule and the average work schedule in comparable County units; and when comparing same, the unit does work more days than comparable County units.

The Panel finds that changes in the work year is an issue which is more appropriately addressed by agreement between the Parties. The Panel however, when considering the statutory criteria and the net effect of the difference in the work year, finds that additional compensation should be granted to reflect a part of said difference in the work year. Accordingly for 1984, unit members should receive one additional day's pay, and for 1985 should receive an additional two days' pay (totalling three days for 1985); and said days to be paid during the first payroll period in December of the applicable year.

ARBITRATOR'S AWARD:

The Arbitrator Panel renders the following Award:

1) The Town appointed Arbitrator dissented on the first year salary proposal; and dissented on additional compensation for the work schedule. The PBA appointed Arbitrator dissented on the second year salary proposal; dissented on freezing of the starting salary; and while of the opinion that the additional compensation for the work schedule is insufficient, nevertheless concurred on same. Therefore on all issues awarded by the Panel, there was at least a majority vote.

2) Issue #1 (Salary)

- a) Freezing of the first Step of the salary guide for both 1984 and 1985 at \$16,248.
- b) Increase top Step of Police Officers guide by 5%, retroactive to January 1, 1984.
- c) Increase top Step of Police Officers guide by 2% retroactive to July 1, 1984.
- d) Increase top Step of Police Officers guide by 6½%, retroactive to January 1, 1985.
- e) For employees hired prior to July 1, 1982, the salary schedule shall reflect the above increases. For employees hired after July 1, 1982, the salary schedule shall be developed by dividing the difference between the frozen starting salary and the increased top Step of the Police Officers guide by four, to determine four equal increments for the January 1984 5% increase; for the July 1, 1984 2% increase, and for the January 1, 1985 6½% increase.
- f) Employees hired in 1984 move one Step on the salary guide for 1985; and employees hired in 1985 remain at the frozen starting Step until their anniversary date, at which time they move one Step.

3) Issue #4 (Vacation)

- a) Delete payment for a holiday, if it falls during a vacation; same effective January 1, 1985.

4) Issue #11 (Dental Plan)

- a) Town shall contribute an additional \$30 (making a total of \$330) to the Family Dental Plan: effective date of this Award.

5) Issue #13 (Work Year)

- a) For the difference in the work year required by the unit, Officers shall be paid the following:
 - 1) One additional day's pay for 1984, at the Officer's individual rate of pay then applicable.
 - 2) Two additional days' pay (totalling three days) for 1985, at the Officer's individual rate of pay then applicable.

b) Said days to be paid in the first payroll period in December of the applicable year.

Dated: March 28, 1985

Respectfully submitted,

Paul G. Kell
PAUL G. KELL, Chairman

Bertram Pogrebin
BERTRAM POGREBIN

John P. Henry
JOHN P. HENRY

STATE OF NEW JERSEY)
COUNTY OF HUDSON) ss:

On this 28th day of March 1985, before me, the subscriber, a Notary Public of New Jersey, personally came and appeared PAUL G. KELL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.

Louise G. Stein
Notary Public of New Jersey
LOUISE G. STEIN
A Notary Public of New Jersey
My Commission expires June 26, 1988

STATE OF *New York*)
COUNTY OF *Westchester*) ss:.

On this 1st day of April 1985, before me, the subscriber, a Notary Public of *New York* personally came and appeared BERTRAM POGREBIN, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.

Ralph Martin Purdy
Notary Public, State of New York
No. 60-3176200
Qualified in Westchester County
Term Expires March 30, 1986

STATE OF *New York*)
COUNTY OF *Westchester*) ss:

On this 1st day of April 1985, before me, the subscriber, a Notary Public of *New York* 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 that he executed the same.

Ralph Martin Purdy
Notary Public, State of New York
No. 60-3176200
Qualified in Westchester County
Term Expires March 30, 1986