

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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CONCILIATION

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X  
:  
IN THE MATTER OF THE IMPASSE  
:

Between  
:

TOWN OF RAMAPO  
:

Public Employer  
:

-and-  
:

RAMAPO POLICE BENEVOLENT  
ASSOCIATION  
:

Public Employee Unit  
:  
-----X

AWARD OF  
ARBITRATION  
PANEL

PERB ~~1A-84-467~~

*IAS4-48, MB4-467*

Under date of April 30, 1985, the New York State Public Employment Relations Board determined that a dispute continued to exist in the negotiations involving the parties designated herein, and that said dispute came under the provisions of the Civil Service Law, Section 209.4.

Pursuant to the authority vested in the New York State Public Employment Relations Board under Section 209.4 of the Civil Service Law, a Public Arbitration Panel was designated for the purpose of making a just and reasonable determination of the dispute.

The Public Arbitration Panel consists of the following: -

PUBLIC PANEL MEMBER AND CHAIRMAN

Lawrence I. Hammer  
100 Veterans Blvd.  
Massapequa, N. Y. 11758

EMPLOYER PANEL MEMBER

Joseph T. Kelly  
Thealan Associates, Inc.  
5 Sunset Drive  
Latham, NY 12110

EMPLOYEE ORGANIZATION PANEL MEMBER

John P. Henry  
Director of Labor Relations  
Tri-County Fed. of Police, Inc.  
5 Skyline Drive  
Hawthorne, N. Y. 10532

Both parties to the dispute were represented by Counsel. Specifically: -

FOR THE TOWN

Thealan Associates, Inc.  
(by) Joseph A. Igoe  
5 Sunset Drive  
Latham, N. Y. 12110

FOR THE PBA

Schlachter & Mauro, Esqs.  
366 Veterans Memorial Highway  
Commack, N. Y. 11725

In addition to Counsel, the following persons were present representing the parties: -

FOR THE TOWN

Nikki Lieberman  
Alan Berman, Esq.  
Clara M. Williams  
Joy Gorman  
Bernard Golar

Administrative Assistant  
Deputy Town Attorney  
Town Assessor  
Town Clerk  
Finance Director

FOR THE PBA

Russel Smith  
Ed Dolan  
Robert Storms  
Brian Whitmore  
Edward J. Fennell  
Mark Eberling

President  
Delegate  
Delegate  
Delegate  
Financial Consultant  
Delegate

The statutory provisions applicable to the Compulsory Interest Arbitration as set forth within Section 209.4 of the Civil Service Law, directs that the Public Arbitration Panel in arriving at a just and reasonable determination of the matters in dispute, shall specify the basis for its findings, taking into consideration: -

- a. comparision 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. comparision 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 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 addition, the Statute directs the panel to take into consideration any other relevant factors.

The Public Arbitration Panel conducted hearings at which the full negotiating teams for both parties were present, and at which all parties were given an adequate opportunity of giving testimony and presenting both orally and in written form, documentation and data to substantiate its respective positions.

An official transcript of the hearings were made by the Andrews-Nugent Professional Reporting Services.

Hearings were held on: -

August 2, 1985  
August 12, 1985

On September 19, 1985 at the Holiday Inn located in Fishkill, New York an executive session at which all members of the panel were present, was held.

### BACKGROUND

The PBA unit represents the entire Department with the exception of the Chief and Captains. Specifically the Department consists of 73 Police Officers, 10 Sargeants, 1 Detective Sargeant, 5 Lieutenants and 1 Detective Lieutenant.

Amongst the 73 Police Officers there are 4 Detectives, 3 Youth Officers, 1 Narcotics Officer, 1 Records and Crime Prevention Officer and 3 Officers assigned to the Tactical Patrol.

Though the Department is geared for 95 persons, there are presently only 90 persons in the Ramapo Police Department. Two members of the Department who had retired during 1984 have not as yet been replaced.

The following items were at impasse at the inception of the hearings. Positions, arguments and data was presented on each of such items.

1. Night Differential
2. Youth Officer
3. Clothing Allowance (for Detective and Plain-Clothes Officers)
4. Vacation Carryovers
5. Personal Leave Carryovers
6. Detective on Call
7. Civil Court Appearances
8. Arbitrations
9. Sick Leave
10. Insurances
11. Uniform Replacement
12. Uniform Laundering
13. Holidays
14. Salaries

## 1. NIGHT DIFFERENTIAL

There is no present night differential.

The PBA proposed a 7% salary differential for the officers who work the night shift. The Township was opposed to instituting any night shift differential.

The PBA proposal for a night shift differential would involve the 4:00 p. m. to midnight shift (which would include those who work 3:00 p. m. to 11:00 p. m. ) and the midnight to 8:00 a. m. shift (which would cover the 11:00 p. m. to 7:00 a. m. shift as well).

Two-thirds of all work in the Department, at minimum, is conducted during the shifts for which the differential was sought.

Thirteen area jurisdictions offer a differential for the third or midnight shift, while forty other Municipalities and their Police Departments work without any night shift differential.

## AWARD

1. That the PBA proposal be rejected.
2. That there be no specific night shift differential during the life of the contract.

XXXXX

## 2. YOUTH OFFICER

The PBA sought to equate the position of Youth Officer with that of Detective, salarywise.

The Youth Officer during the last contract received \$2,000.00 above the \$31,148.00 benchmark figure earned by a fifth year Police Officer. The PBA proposal would have placed such position at the Detective Third Grade Level, which position earned \$34,920.00 in 1984.

The PBA proposal would increase the positions rate of compensation, based upon current figures, by \$1,772.00 annually.

The Township opposed any increase in the Youth Officers compensation.

The Youth Officer is assigned through the Detective Bureau, and works in conjunction with the Detectives where the prepatrator is under the age of 16 years.

The Youth Officer works in plainclothes as do Detectives, and are "on call" as are Detectives. The only real distinction is that the Youth Officer does not work a midnight to 8:00 a. m. shift as do Detectives.

A Youth Officer's salary is covered in part through financial aid from the State. If the position was classified as a Detectives position, such financial aid would be lost, the State would not subsidize a Detective.

Where one works the majority of a Detectives schedule and where one does investigatory work as does a Detective, such individual should be compensated accordingly, even if his precise title differs.

There are three individuals classified as "Youth Officers" by the Department.

#### AWARD

1. That the classification of "Youth Officer" be added to the enumerated salary schedule.

AWARD (Continued)

2. That effective with January 1, 1986, the compensation for the Youth Officer be set at the same rate as is the Detective Third Grade.

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3. CLOTHING ALLOWANCES

This item involves Detectives and Plainclothes Officers only and is covered by Article 6.3 of the contract which called for an annual allowance of \$250.00 during the 1983-84 contract.

The PBA proposed increasing this annual allotment to \$750.00, while the Town resisted any increase.

A Detective or a Plainclothes Officer now uses his own personal wardrobe for business purposes. If same is damaged or destroyed, the individual must replace same at his own personal expense.

The individuals involved testified that they do not as a rule mix their everyday, on-duty work clothes, (pants, jackets, suits, ties, shirts, coats, shoes, etc.) with their off-duty "pleasure" clothes.

The Town now furnishes uniforms to the uniformed rank and replaced same at its own expense if damaged or destroyed in the line of duty (Article 6.1). In addition the Town pays the entire cost of laundering or dry cleaning uniforms.

This item involves approximately 11 individuals.

AWARD

1. That the Detective or Plainclothes Officers Clothing Allowance be increased by \$50.00 to the sum of \$300.00 retroactively to January 1, 1985.

AWARD (Continued)

2. That such Clothing Allowance be further increased on January 1, 1986 by \$75.00 to the sum of \$375.00.
3. That the 1985 additional sum be paid during a December, 1985 pay period.
4. That the 1986 sum be paid in the same manner as previously applied, namely "by the second pay period in June".

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4. VACATION CARRYOVERS  
and
5. PERSONAL DAY CARRYOVERS

Article 7 covers both vacation and personal leave entitlements.

If a member of the Department is out of work because of an injury sustained in the line of duty, during a period prior to having received his annual vacation leave, no vacation is given unless the officer returns to work before the end of the fiscal year.

The same also holds true so far as ones personal leave entitlement is concerned.

The Town based their reluctance on allowing vacation and/or personal leave from being carried over from one year to the next, partially on the fact that members of the Department enjoyed unlimited sick leave, and thus should not be entitled to "last years" unused vacation when finally returning to work.

It was contended by the PBA that the failure to utilize one's vacation entitlement during a given year, would be lost even if the failure to utilize such time was because of an emergency or because of a request by the Town.

The neutral Arbitrator knows of no employer who can refuse to allow a vacation to be carried over from one year to the next where the inability to take one's vacation was caused through honoring a request for delay made by the employer.

Personal leave represents another situation, however. Article 7.3 permits personal leave for reasons of personal business, without charging same against vacation time.

Personal business generally means the necessity of doing something which cannot be done on other than scheduled duty time. If the need for the personal days leave no longer exists, there is absolutely no reason to carry over from one year to the next, an entitlement to use previously unused personal leave days.

Personal leave entitlement is not another way of an employee receiving a particular number of days off with pay during the year. It is not another name for a vacation day.

#### AWARD

1. If a member of the Department cannot take his scheduled vacation in the same year in which it is scheduled because of illness, such officer may "carryover" the vacation and reschedule same for any time up to the following March 31st.
2. If a member of the Department is unable to take his scheduled vacation because of not being able to return to work during the year in which same was scheduled, he should be allowed to carryover the vacation for a period of up to 120 days after his return to full time duty.
3. If such vacation cannot be rescheduled during a period mutually agreeable to the Chief of Police and the Officer within such 120 day period, such 120 day period should be further extended, at which point the Chief of Police may designate precisely when the vacation shall be taken.

AWARD (Continued)

4. If a member of the Department cannot take his scheduled vacation in the same year in which it is scheduled solely because of a request of the Town (through the Chief of Police), such officer may "carryover" such vacation entitlement into the following year, and may schedule same at any time during such year.

The rescheduling of such delayed vacation shall have preference over scheduling the following years vacation entitlements.

5. That there be no carryover entitlements so far as unused or missed personal leave days.

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6. DETECTIVE ON CALL

Article 9.5 of the contract presently covers the question of additional compensation of Detectives because of their "standby" requirements.

Article 9.5 calls for Detectives receiving as additional compensation three days pay in lieu of any other compensation for standby time.

While the Town contended that this was sufficient compensation, the PBA disagreed. It sought to receive 10 days off per year instead of 3 additional days pay.

This "on call" involves the time of the midnight to 8:00 a. m. shift, a period when Detectives rotate "standing by" at home or at another locale, just so their whereabouts are known, in the event they are needed. This involves about 60 nights per year.

No data was presented to indicate precisely how many times during a year one is called out while on "standby".

AWARD

1. That the PBA proposal be rejected.
2. That the provisions of Article 9.5 continue.

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7. CIVIL COURT APPEARANCES

When an officer is called to duty, or subpoenaed to appear in Criminal Court or before a Governmental Agency, at a time other than during his scheduled duty tour, he is compensated for such time by means of at least 4 hours of pay at overtime rates.

Article 8.2 which governs these circumstances specifically excludes "appearances in Civil Court".

The Town contended that the attorney or party in the Civil Court proceedings should compensate the Police Officer for his day, and not the Town.

To require the attorney or party to compensate the Police Officer, could make the testimony suspect. Was he so testifying solely because his appearance was being paid for by the other side?

If the appearance of the Police Officer is required solely as a result of his employment as a Police Officer, there would be nothing wrong in the Municipality compensating him for his time. After all, if he wasn't a cop and at the scene of the incident, he wouldn't have been called. . . . his time would be his own. Admittedly this involves an Officer no more than two or three times a year, and many, even less, not really often enough to be a real concern. The salary increases hereafter recommended should be sufficient to offset the occasional time the Officer must appear sans additional compensation in Civil Court.

AWARD

1. That the PBA proposal be rejected.
2. That the Civil Court exclusion in Article 8. 2 be continued.

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8. ARBITRATIONS

The final step in the Article 11 Grievance Procedure calls for a hearing before the Police Commission

Where discipline is concerned, the contract calls for a hearing before an independent Hearing Officer, hopefully selected by mutual agreement.

The PBA proposed that the final step in the Grievance Procedure be Arbitration and be binding.

The Town vehemently opposed any form of arbitration.

Over the past two years, there have been between only a few grievances filed, all have which proceeded to a hearing before the Police Commission. While the PBA may not have been overly pleased with the results, there was not presented any data to indicate that the ultimate decision was other than just and fair.

AWARD

1. That Article 11 shall continue as is presently set forth.

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9. SICK LEAVE

The question of sick leave is covered in the most recently expired contract in two Articles. Specifically Article 7. 6 and Article 16.

Article 7.6 states: -

"A committee shall be established within ten days after the execution of this agreement consisting of any representation by the Town and the PBA that shall be charged with the responsibility of investigating and negotiating an alternative to the existing unlimited sick leave policy. The PBA and the Town recognize the need for exploring alternatives to the existing system and the committee shall reports its progress in this endeavor by July 1, 1983, both parties recognize that the existing policy governing sick leave is an open item that may be pursued by either or both parties to this agreement pursuant to the impasse provisions of the New York State 'Taylor Law'."

Article 16 states: -

"An employee shall be entitled to sick leave for any period of time in which he is actually ill and unable to attend to his employment. The employer shall have the right to investigate the claim of illness and may also require from the employee a certificate from a physician or dentist if said employee is absent from work for a period of more than three (3) days, with respect to diagnosis, prognosis and anticipated period of illness."

The parties apparently have been working together in order to come up with something mutually agreeable to meet the committment of Article 7.6, but without success. It was reported that the parties were close, but.....

Not being able to reach an amicable compromise in cutting back unlimited sick leave, the Town proposed: -

"An employee shall be entitled annually to twelve (12) paid sick leave days. The employee must be actually ill and unable to attend to his employment.

"The employer shall have the right to investigate the claim of illness and may also require from the employee a certificate from a physician or dentist if said employee is absent from work for a period of more than three (3) days, with respect to diagnosis, prognosis and anticipated period of illness.

"The annual paid sick leave days entitlement shall be accumulative to a maximum of 195 days. Employees will be paid for sick leave days only up to the number of accumulated days.

"Employees who are injured on the job at an employer other than the Town of Ramapo, shall not be eligible for sick leave benefits under this agreement."

The Town contended that the above proposals represented precisely what had been negotiated with the C. S. E. A.

During 1984 there were 90 members of the Police Department who utilized 630 sick leave days. This averaged out to only 7 days per man. Certainly no indication that the "unlimited" sick leave provision was being abused.

The neutral Arbitrator will totally disregard the 430 "injured in the line of duty days" taken by the Department.

The PBA sought continuation of the unlimited aspects of Article 16, but indicated a willingness to consider a change therein provided some form of a bank was created to cover those Police Officers who are already employed, and who have not abused their heretofore unlimited entitlement.

The real problem with Article 7.6 as same appeared in the most recently expired contract, is the open endedness of its language. "A committee shall be established. . . . and shall be charged with the responsibility of. . . negotiating an alternative to the existing unlimited sick leave policy. . . by July 1, 1983. . ." No end existed. What if an alternative could not be reached by July 1, 1983? The parties must be faced with a deadline. They must know that if an amicable

replacement provision for unlimited sick leave is not reached by a certain date, someone else will make the decision for them. That some third party will dictate what form the replacement shall take.

There are too many questions presently open so as to enable the panel, or better, the neutral Arbitrator, to make an intelligent decision on.

#### AWARD

1. Continue the Committee under Article 7.6 until March 15, 1986.
2. That if an amicable resolution for a means of replacing the current provisions of Article 16, cannot be reached by such date, the Committee shall set forth in writing (1) those items agreed upon, and (2) the last positions of each party as to each of the unresolved aspects still open.
3. That the matter shall then, together with the Committee's status report, be returned to either the panel or the neutral Chairman for a final and binding determination.

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#### 10. INSURANCES

Article 10 of the contract sets forth present benefits.

Section 10.1 thereof obligates the Town to continue its practice of paying the full premium rate charged by the Health Insurance Carrier for individual [1] subscribers coverage.

The Town proposed to cut its obligation to 1/2 of the premium rate charged for present coverage, with the employee paying the other half.

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[1] Though the contract referred to individual coverage, the parties were in agreement that full family coverage had been furnished, and no intent existed to cut same back.

The PBA proposed continuation of the existing contractual provision, with the PBA in addition to get all of the options or benefits granted by the Town to all other Town employees, including retiree coverages.

Such other employees under contracts which expire on December 31, 1985 now get both Optical and Prescription Insurances.

There are 12 other Municipal Police Departments in the County, all pay 100% of the Hospitalization premiums. Some in fact pay 100% of the premiums covering the employees family as well.

Five pay full premiums for Dental Insurance, while four more pay a portion of the Dental premiums.

Optical Insurance is provided by five Municipalities.

No precise data was presented so far as Prescription Insurances were concerned, except for the fact that those covered by the Statewide Plan, automatically received the benefits of a Prescription Insurance Plan.

#### AWARD

1. That the Town's proposal to cut it's financial obligations be rejected.
2. That the PBA proposal for continuation of the existing contractual coverages, with it's members to receive in addition all of the options and benefits granted by the Town to all of it's other employees, including retiree coverages, is Awarded.
3. That the Town furnish the PBA with the same insurances and coverages it now furnishes to all of it's other Town employees, i. e. that which is received by other Township employees under the C. S. E. A. contract.

## 11. UNIFORM REPLACEMENT

Article 6.1 d governs the issuance of new or additional clothing. Said clause specifically states: -

"(a) For the year 1983 each uniformed policeman shall be issued two shirts and two pairs of trousers. The option shall remain with the uniformed officer as to whether or not the issue be summer or winter uniforms. "

The Town proposed that Article 6.1 a be revised so as to reflect: -

"For the year 1985 each uniformed policeman shall be given an allowance for the purchase of uniforms instead of issuance, and said uniforms shall be purchased at stores so designated by the Town of Ramapo. The option shall remain with the uniformed officer as to whether or not the issue be summer or winter uniforms".

The gist of the proposal would result in the Town giving such officer an allowance of \$275.00 for replacement of uniform parts, instead of sending them to particular outlets with the Town picking up the tab.

There was much conflicting testimony as to what the allowances now cost the Town. Not at all clear was whether the \$275.00 offered by the Town would be sufficient to cover the annual cost.

If the Town wants out of the uniform business, preferring instead to merely give the individual officer an allowance, it must first make certain that the sum offered is sufficient to meet the costs of what is required.

That there is an average Statewide allowance indicated from data, but there is nothing to indicate that the something under average being offered is sufficient to cover costs in Rockland County.

AWARD

1. That the Town proposal to change Article 6.1 a is rejected.

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12. UNIFORM LAUNDERING

Article 6.2 covers laundering of uniforms. Said Article states: -

"The Town shall pay the entire cost for the laundering and/or dry cleaning of Police uniforms. The two facilities to be used are Dutch Square Cleaners in Monsey, New York and the Imperial Laundry in Suffern, New York. Plainclothesmen and Detectives who use personal clothing in the line of duty are also entitled to the same benefit".

During the course of the hearings, the Town proposed an allowance of \$260.00 annually for purpose of cleaning and laundering.

The Towns specific proposal took the following form: -

"The Town of Ramapo shall pay an allowance of \$260.00, payable in 26 pay periods, for the laundering and/or cleaning of police uniforms. The facilities to be used for laundering and/or dry cleaning shall be determined by bid process. Plainclothesmen and detectives who use personal clothing in the line of duty shall also be entitled to the same benefit".

The proposal really makes no sense. Why should "the facilities used for laundering and/or dry cleaning shall be determined by bid process" when the Town is paying a flat dollar allowance?

If the Town was paying the cleaner it could internally insist upon a bid process. But when it wants to pay a certain annual dollar, why should it care what the individual officer pays, or if its flat dollar is enough to cover the costs?

#### AWARD

1. That the Town proposal to modify Article 6.2 is rejected.

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#### 13. HOLIDAYS

Article 7.2 of the contract enumerates 11 specific holidays.

Scheduling prohibits Police Officers from being assured "no work" on designated holiday. Subject to the schedule, they may work, and whether they work or not, receive additional compensation for the days involved.

Under the contract, holiday time is to be paid either by compensatory time off, or in cash, as the officer himself elects.

The PBA proposed adding a new holiday, specifically the birthday of Martin Luther King.

Martin Luther King's Birthday becomes a Federal Holiday in 1986.

If same were to be added to the contract as a compensable holiday, it would have the result of adding 4/10 of 1% to an officers annual wage. This in turn equates to approximately \$123.00 per officer.

While the Town objected to the addition of a twelfth holiday, it did so purely on an economical basis.

The added holiday will be recommended, and should be recognized by the PBA for the dollar value it imposes.

Half of the Departments in the County enjoy the benefit of 12-14 annual holidays, thus a twelfth holiday in Ramapo is justified.

#### AWARD

1. That Article 7.2 be amended so as to add Martin Luther King's Birthday to the list of enumerated holidays.
2. That this amendment take effect with calendar year 1986.

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#### 14. SALARIES

The PBA proposed a sum equal to 12 1/2% for 1985 salary increases, and 8 1/2% for 1986 increases.

The Town offered increases of 4% for 1985 and another 4% for 1986.

The PBA also proposed increasing the longevity stipends by \$25.00 each year, at each current entitlement step.

The PBA and the Town are both out of line in its monetary positions.

Aside from Sloatsburg whose settlement is alleged to be 42% over the two year June 1, 1984 through May 31, 1986 period, no other County settlements even approaches 12 1/2%.

1984 Statewide settlements came in at 7.4%, while 51 negotiated 1985 settlements averaged 6.73%. Another 10 arbitrated 1985 settlements averaged out to 7.01%. New York City Police settled for 6% for 1985. Closer to home, Clarkstown settled for 8.7% and Stoney Point for 7.5%.

The Town of Ramapo settled with the CSEA for 7% for 1985. Why then offer the Police only 4%?

While it would be nice to look primarily to Rockland County settlements, there were not enough settlements in to permit this. Only Haverstraw, Nyack, Spring Valley, Sloatsburg, Clarkstown and Stoney Point appeared to have settled. The last three have been referred to earlier so far as their settlements are concerned. Settlement per centages or total dollar settlements are not known for the first three indicated Municipalities.

Absent more area settlement information, salary comparisons might be of interest.

The 1984 benchmark figure for a Police Officer in Ramap was \$31,148.00. Other 1984 benchmarks of the settled Departments show Sloatsburg at \$27,150.00 (and up to \$29,050.00 in 1985) Clarkstown at \$32,221.00 (and up to \$35,018.00 in July, 1985) and Stoney Point \$29,530.00 (and up to \$31,745.00 for 1985).

The PBA demand would raise the benchmark to \$35,041.00, while the Towns offer would produce a \$32,394.00 benchmark.

The Director of Finance testified that 6% was budgeted for 1985 salary increases. Again one must ask why the 4% offer?

The question of increasing the longevity stipends can be very quickly rejected, when one compares Ramapo with the other Rockland County Police Departments. Only Nyack, and then only after 25 years, pays a longevity in excess of the \$450.00 received in Ramapo.

The panel recognizes that problems can exist if more than what was budgeted for is Awarded. The panel has no reason to conclude that more than 6% had been budgeted for 1985. However, the monies budgeted for have not been paid. Same has drawn interest which permits an Award of something in excess of the budgeted amount, something more in line with other settlements. Restraints do not exist budgetwise so far as 1986 is concerned. The 1986 budget has not as yet been formulated. A settlement, in excess of the 4% offered, can be accomodated so far as both years are concerned.

In making its recommendation, the parties can be assured that the panel took into consideration all of the data presented either in documentation form or via witnesses.

It was contended by the PBA's financial consultant that an examination of the budget indicated a surplus at the end of 1984 in excess of a million and a half dollars. This figure was highly disputed by the Town.

The wage accounts of the budget indicate that same is up by some \$388,000.00 for 1985 over the actual 1984 expenditures. This represents a 12.85% increase, and tends to explain in part the PBA's 12 1/2% salary proposal. This figure was explained, at least in part, that same was as a result of (1) of budgeting for new staff so as to meet the 95 persons called for in its Table of Operations, and (2) by considering possible increases in overtime compensation.

What comprised the \$388,000.00? The Town's Director of Finance testified that same represented (1) the 6% wage increase budgeted or \$162,918.00, (2) longevity increases of \$9,575.00, (3) overtime of \$18,000.00 and (4) holiday pay of \$15,700.00.

Unfortunately, new personnel, in spite of recent retirements, have not been hired. Even if the anticipated overtime increase were on target, there would be because of the failure to add additional personnel to the staff, some monies still available within the budget for 1985.

This would help offset the costs of some 25 Police Officers moving up from Step 2 to Step 3, or from Step 3 to Step 4, or from Step 4 to the benchmark. It would offset internal promotions. It would offset the approximate \$10,000.00 increases in longevity payments, increases even without raising the present \$450.00 increases caused by more personnel qualifying or advancing in the number of years in the Department.

Often times, as was the case herein, one side to the negotiations, or the other, look to increases in the Costs of Living or the Consumer Price Index. Here the Town pointed to the 4.2% - 4.7% increase in 1984 (depending upon which area table was used), coupled with the projected 3.8% increase for 1985, to justify its offer.

In years past, when inflation produced double digits increases in the C. P. I., the Municipalities would still argue against double digit salary increases. Such sums were rarely received. Thus, in the present climate, there is nothing wrong in having a wage increase exceed the C. P. I. increases.

It should be noted that the nearby Police in the City of New York settled for 6% annual increases, and that the State of New York settled with its Correctional Officers for 5%, 5 1/2% and 6% over a three year period.

#### AWARD

1. That all salaries be increased retroactively to January 1, 1985 by a sum equivalent to 7%.
2. That on January 1, 1986 all salaries in existence on December 31, 1985 be increased by a sum equivalent to 7%.
3. That differentials for Detectives set forth at the bottom of Page 19 of the 1983-84 Contract, shall continue.
4. That Sergeants and Lieutenants differentials be set forth on Page 20 of the 1983-84 Contract, shall continue.

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At the executive session heretofore referred to above, held on September 19, 1985, unanimity could not be achieved. Thus, a draft of this Award was prepared and submitted to the other panalists.

During the months of October and November 1985, sundry conversations were had amongst the Panel Members in the hopes of arriving at a unanimous Award in all respects. Same could not be achieved.

The PBA designated panelist (John P. Henry) indicated his agreement on all aspects of this Award except for the Awards under items numbered: -

1. Night Differential
7. Civil Court Appearance
8. Arbitrations

to which he dissented.

The panelist designated by the Town of Ramapo (Joseph T. Kelly) indicated his agreement on all aspects of this Award except for the Award under the item numbered: -

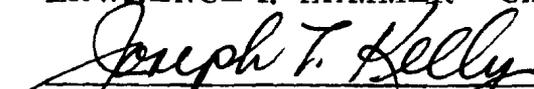
2. Youth Officer

to which he dissented.

Accordingly, there is either a unanimous vote, or at least a majority vote on all issues and all aspects of the Award.

Dated: Massapequa, N. Y.  
December 10, 1985

  
LAWRENCE I. HAMMER - Chairman

  
JOSEPH T. KELLY - Employer Panel Member

  
JOHN P. HENRY - Employee Panel Member

State of New York) ss:-  
County of Nassau)

On this 10 day of December 1985, before me personally appeared Lawrence I. Hammer, to me known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



ROSEMARIE BLOOM  
NOTARY PUBLIC State of New York  
No. 01 BL461335  
Qualified in Nassau County  
Commission Expires March 30, 1987

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

On the <sup>December</sup> 24 day of ~~October~~ 1985, before me personally appeared John P. Henry, to me known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*Ralph Martin Purdy*  
RALPH MARTIN PURDY  
Notary Public, State of New York  
No. 60-3176260  
Qualified in Westchester County  
Term Expires March 31, 1986

State of New York ) ss: -  
County of Albany )

On this 19 day of <sup>December</sup> ~~October~~ 1985, before me personally appeared Joseph T. Kelly, to me known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*Lynn Shaw*  
LYNN SHAW  
Notary Public, State of New York  
Qualified in Albany County  
No. 4790061  
Commission Expires March 30, 1986