

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NY PUBLIC EMPLOYMENT RELATIONS BOARD
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JUL 26 1989

In the Matter of Compulsory Interest
Arbitration Between

CONCILIATION

TRI-COUNTY FEDERATION OF POLICE, INC.
FOR THE PUTNAM VALLEY POLICE ASSOCIATION

CASE NO.
1A 88-17; M88-012

Petitioner-Public
Employee Organization,

-and-

TOWN OF PUTNAM VALLEY,

Respondent-Public Employer

-----X
A Proceeding Pursuant to Article 14,
Section 209.4 of the Civil Service Law

BEFORE INTEREST ARBITRATION PANEL

MAX M. DONER - Chairman
JOHN P. HENRY - Member
ERNEST R. STOLZER - Member

APPEARANCES

RAINS & POGREBIN, P.C. - Counsel - Town
BY: RICHARD G. KASS, ESQ.

SCHLACHTER & MAURO - Counsel - PBA
BY: REYNOLD A. MAURO, ESQ.

WITNESSES

ED FENNELL - Financial Consultant
GARY MURRAY - V.P. Chairman Negotiating Committee
SALLIE SYPHER - Town Supervisor

CALLED BY

PBA
PBA
TOWN

HEARINGS: 11-7-88 and 12-22-88

EXECUTIVE SESSION: 2-7-89

AWARD: 5-5-89

AWARD OF THE PUBLIC ARBITRATION PANELBACKGROUND

The Tri-County Federation of Police, Inc., for the Putnam Valley Police Association, (hereinafter referred to as "PBA") and the Town of Putnam Valley (hereinafter referred to as the "Town"), negotiate collectively for a unit of Police Officers. The most recent Agreement expired by its terms on December 31, 1987. Numerous negotiating sessions, including assistance of a PERB appointed Mediator, did not culminate in a successor Agreement, whereupon on or about June 27, 1988, PBA filed a petition for Compulsory Interest Arbitration with PERB. Thereafter, on or about July 11, 1988, the Town filed its response, and in accordance with PERB's procedure, the herein Interest Arbitration Panel was designated on August 23, 1988. Hearings were held November 7, 1988 and December 22, 1988, at which the PBA and Town were afforded full opportunity to present evidence, testimony and argument in support of respective positions.

PBA's key witness, a financial consultant, established by convincing evidence, that the Town has excellent financial standing, conservative in dispensing public funds, and has utilized only \$81,000 of up to \$16,000,000, borrowing power. The witness further testified that the Town ended its 1987 fiscal year with a surplus of \$790,675.

The Town Supervisor in her testimony, did not negate the rosy past as introduced by the financial consultant. This witness, however,

updated the financial condition of the Town, pointing to the hitherto utilization of the 1987 surplus, so that after earmarking \$325,000 for the 1989 Town budget, the surplus balance on hand is \$88,587. The Town Supervisor testified at length to dark clouds on the financial horizon flowing from steady erosion of State aid, which fell from \$11.09 per capita in 1978, to \$6.74 currently, adjusted for inflation and population decline during the period. Further, the Town Supervisor offered that Federal Revenue Sharing which was at \$10.35 per capita in 1978, is now extinct.^{1/}

The Interest Arbitration Panel in its Executive Session on February 7, 1989, examined and explored the total presentation of the PBA and Town, including eighteen (18) PBA and twenty-three(23)Town exhibits. The Panel evaluated the total presentation, measuring same against the standards as recited in Section 209.4(c)(v), and following a complete and thorough exchange by the Panel, reached the findings and awards on each item in dispute as shown below. The herein Report is by the Chairman.

Note. While the work force is relatively small, the issues are many. Our narrative on the issues awarded herein, must of necessity be brief, and we leave it to our colleagues on the Panel, severally and/or jointly, to offer further input at their election.

^{1/}A detailed analysis of Town finances, addressing all the pluses and minuses is contained in Town Exhibit A, received in evidence on 12-22-88.

ISSUESI - TERM OF THE AGREEMENT

AWARD - Two years, for the period January 1, 1988 through December 31, 1989. We are barred by law/CSL Article 14, Section 209.4, from exceeding two (2) years. The previous Collective Bargaining Agreement expired by its terms as of midnight December 31, 1987.

II - RETIREMENT PLAN

PBA Exhibits 16 and 17 address this issue. The organization is seeking the upgrading of *384/25 years of service to *384-d/retirement at 20 years. PBA points to 20-year retirement plans for police officers in the Towns of Carmel, Kent, Bedford and Yorktown. With respect to this issue and each of the other issues at bar, the Town views any and all conditions of employment outside of Putnam County as off limits. We* respectfully submit that in arriving at resolution of instant issue and all other issues, the Chairman did not restrict himself to the confines of Putnam County, examining instead contiguous areas and/or areas within reasonable proximity of the Town, as may be otherwise applicable. Restated, by way of extremes, neither Yonkers nor New York City would have a place in the scheme of things on hand. We note by way of ratables, industrial or commercial, that there are virtually none in the Town.

*The "we" in herein document is a matter of form and reflects no more than the Chairman's avoidance of "I".

Returning to *384 vis-a-vis *384-d, we note the Town argument that the earliest possible retirement is a decade away, and offers that it would be less than economic wisdom to expend funds at this time for *384-d, which amounts to increased cost of approximately 4½% of annual salaries for Tier I Police Officers (POs)* and 5% for Tier II POs.

AWARD. The PBA demand for *384-d retirement coverage is denied. While it is recognized that many units in the County of Putnam and beyond now enjoy this benefit, the time chasm between the new plan desired, and fruition of same, 1998 at the earliest, compels the conclusion for *384-d to be passed over at this time.

III. NIGHT DIFFERENTIAL

PBA seeks 10% on 0001-0800 tour. The Town opposes, pointing to Tour 3/0001-0800 as inherent in a POs job responsibilities, perhaps even more so flowing from cloak of darkness for would-be criminals and sparsity of citizens on the streets of the Town. Further, the Town argues, such or any shift differential is extremely rare, pointing to absence of same in the Towns of Kent and Carmel, each in Putnam County.

AWARD. PBA demand rejected. The Chairman takes arbitral notice that shift differential is not the modus at this time

"PO" as used herein is without regard to rank, and includes detective(s). Total unit members at this time - 18.

in PO units at the Town level, numerically.

IV. DETECTIVE DIFFERENTIAL.

In the expired CBA, the differential is \$2500 above a first grade police officer/after four (4) years. The December 31, 1987 rate for such officer is \$32,600. $\frac{\$2500}{32,600} = 7.66\%$. PBA now seeks a 10% differential. The Town is opposed to differentials expressed as a percentage.

Detective differential is first recorded in the 1982-84 CBA at \$2100, a constant in each of the three years, 1982, 1983 and 1984. In the January 1, 1985 through December 31, 1987 CBA, the detective differential is increased to \$2200 as of January 1, 1986, and \$2500 effective January 1, 1987. Thus, over a six-year period, the differential moved up by \$400, after standing in place at \$2100 for four years. Using the past as a guide, an equitable resolution is to raise the differential to \$2700 effective January 1, 1989, and we so AWARD.

V. SERGEANT DIFFERENTIAL

Now at 13% above the "after four years" rate for police/patrol officers. PBA seeks increase to 15%. Town opposes, and in turn seeks flat rate instead of percentage differential. We note the following differential in the area: Bedford, 14.2%; Carmel, 12%; Kent, 15%, Yorktown, 15%. The Town, at 13%, is seeking switchover to a flat amount.

The tone of the relationship does not permit the desired switchover. It also appears to us that even when measured against Carmel and Kent only, both in the County of Putnam, an adjustment is in order, and AWARD for same to be raised to 13.5%. The new percentage places the Town's differential midway between Kent and Carmel, a logical disposition when all factors are considered.

VI. DETECTIVE SERGEANT DIFFERENTIAL

The line is not filled at this time. The Collective Bargaining Agreement/successor document emanating from herein proceeding, will first be signed sometime in May, just in time to face probable negotiations for a successor to the successor. No constructive purpose can be served in dwelling on this issue at this time. NO AWARD.

VII. COURT HEARINGS

Appearances by POs outside of regular/normal duty tour is now compensated at time and one-half for two (2) hours in Town and three(3) hours out of town, each guaranteed. PBA seeks to increase each by one (1) hour, while the Town urges status quo.

AWARD. Distinction between in Town and out of town appearances is abolished. All such time for court hearings shall be at a minimum of three (3) hours at time and one-half (1.5). This places the Town of Putnam Valley at midpoint between Kent and Carmel.

VIII. OVERTIME. When taken as compensatory time off.

Present maximum accumulation of such time is twenty-four (24)

hours. PBA seeks eighty (80) hours. Town argues for status quo.

The Chairman is not unmindful that use of comp time can set off a geometric pyramid by reason of the half-time factor. However, the Chief of Police has approval authority, and in that spirit the figure of twenty-four (24) can be increased to thirty-three (33), so as to align with practices in the area. AWARD accordingly.

IX. HOLIDAYS.

CBA Article V-A provides for fourteen (14) paid holidays. PBA proposes payment for same in two annual lump sum payments in the first pay periods of June and December each. The Town in turn, proposes reduction of fourteen (14) holidays to thirteen(13), pointing to the latter number at Carmel and Kent.

The Chairman is of the view that PBA proposal is a practical method for meeting the contractual holiday pay obligation. He concurrently finds that the number of holidays in the Kent and Carmel CBAs, each at one less than in the Town, do not in and of themselves compel reduction in the Town CBA. Each of the three Putnam County CBAs of concern, has its own highs and lows, and there is no compelling reason to move upward as to some items and downward in other areas. We particularly note that holiday #14 is a consequence of the collective bargaining process leading to the 1985-87 CBA.

AWARD. The Town will pay for holidays in two lump sum payments in June and December of each calendar year, if payee is otherwise eligible. The Town proposal is rejected.

X. VACATION

				<u>NOW</u>		PBA		TOWN
						<u>Proposal</u>		<u>Proposal</u>
After 1 year of service				10 work days		Same		10 work days
" 2 years "	"	"	"	15 " "		20 work days		10 " "
" 3 " " "	"	"	"	20 " "		25 " "		15 " "
" 4 " " "	"	"	"	20 " "		30 " "		15 " "
" 8 " " "	"	"	"	25 " "		30 " "		25 " "

Analysis of vacation entitlement presents a variety of approaches when one examines conditions at Kent and Carmel vis-a-vis the Town, where 25 days is reached ahead of Carmel, noting further a two-tier system at Kent with respect to POs hired after January 1, 1983. The Town argues that vacation allowance at Yorktown and Bedford are below that of the Town.

AWARD. Maintain existing vacation allowance, modified however so as to allow one (1) additional day of vacation starting with after Year 16, to a maximum of thirty (30) days. Restated, after Year 20, POs reach the maximum of thirty (30) days. The lower level of vacation allowance at Yorktown and Bedford, as identified by the Town is noted by the Chairman, but given no weight in reaching conclusion herein. The Town may not pick and choose items of identity or disengagement with a governmental structure outside the county, based on end point desired. As seen by the Chairman, Westchester is a distant cousin whose economic joys and sorrows are not readily exportable to the Town. Restated, absent areawide collective

bargaining, the CBAs of the five Towns must of necessity reflect variations which the parties are free to conform to at their option(s). An Interest Arbitration Panel is not equally privileged.

XI. PERSONAL LEAVE.

Now. Each full-time employee has four (4) such annual leave days. Post April 1, 1985 hires, three (3) days. PBA would add one(1) day across the board. The Town is opposed, arguing no demonstrated need for the additional time. The Town also urges discontinuance of payment for unused days as now contractually provided.

AWARD. Maintain status quo.

XII. BEREAVEMENT LEAVE.

PBA proposes increase from three (3) such days to five (5).

AWARD. Maintain status quo.

XIII. WORK SCHEDULE.

PBA proposed change(s) have been thoroughly discussed with the Chief and resolved as shown in Memorandum #14-88, dated February 16, 1988 on subject of "covering shift." The document of concern is thorough, realistic and self-contained. Further input by the Chairman is uncalled for and can only prove counterproductive.

AWARD. Maintain terms of Memorandum #14-88.

XIV. EDUCATION PROGRAM

Article XIII-E provides \$2,000 annually. PBA seeks such

amount for each member of the unit, an 18-fold increase.

AWARD. Retain status quo. No indication in the record that existing maximum was insufficient to cover past needs. If at any time in the future \$2,000 annually is insufficient to cover cost of education pursued by the POs, same will be a plus for the POs, Town, PBA and the citizens of the Town of Putnam Valley.

XV. UNIFORM CLEANING

The expired CBA raised allowance for full-time POs from \$150 per annum to \$175 and \$200, in two steps. Part-time POs continued at \$75 per annum. PBA seeks common rate for FT or PT uniform cleaning at \$500 per annum. The Town points to Kent, where there is no cleaning allowance, and to Carmel, where the Town provides the service at no cost to the POs.

AWARD. Increase FT annual rate to \$275, effective January 1, 1989, and PT rate to \$100, effective January 1, 1989. Further, the Town at its option, may provide cleaning service at no cost to POs, whether FT or PT, and in such event, the allowance shall cease, prorated, if changeover is instituted mid-term of the calendar/contract year.

XVI. UNIFORM ALLOWANCE

Current allowances - \$425 annually for FTs, and \$150 for PTs. PBA proposes \$1,000 and \$500 respectively. The Town opposes upward changes.

It appears that in 1988 certain items were provided to POs which would ordinarily have been charged to the Uniform Allowances. Accordingly, no increase will be awarded for Calendar 1988.

However, recognizing the impact on costs flowing from the economic trends in the USA, an increase is in order, and we accordingly AWARD as follows --

Increase FT annual allowance to \$475, effective January 1, 1989.

Increase PT annual allowance to \$200, effective January 1, 1989.

XVII. HEALTH INSURANCE

The medical program identified as Empire, is financially fractured by reason on rising costs beyond expectations of even the most extreme among pessimists. Numerous governmental structures, other than the State of New York, are seeking to leave Empire, in the belief that the manner of administration of Empire is at the heart of the astronomic premiums recently instituted. Relatively small governmental units are seeking to band together in forming an insurance cover in place of Empire. PBA has no proposal on the subject, while the Town wishes to change existing language in XV-D, in pertinent part --

"The Town may switch carriers to another plan providing coverage equal to or better than the statewide plan."

to

"The Town may switch to another plan which provides coverage comparable to the statewide plan referred to in Section A." (Art. XV)

AWARD. Adopt XV-D revision as proposed by Town.

We find the Town's proposal reasonable, and also note that disputes, if any, resulting from proposed changeover, are subject to outcome of arbitration before implementation of new plan.

XVIII. WORKDAY

The Town would increase regularly scheduled tour hours from eight (8) to nine (9).

AWARD. Rejected. This is a basic condition of employment mutually arrived at by the Town and PBA, and it is not the place of the Chairman to vacate same.

XIX. CALL BACK OVERTIME

The CBA guarantees four (4) hours pay at 1.5, where a PO is called back to duty. The Town proposes language specifying that overtime contiguous to end point of a regularly scheduled tour, shall not be considered "call back time." PBA offers that such is indeed the practice, submitting that the additional language is unnecessary.

AWARD. The Town's proposal is granted. The added verbiage may even avoid unnecessary future grievance traffic.

XX. SICK LEAVE

Now unlimited. While the Town does not suggest abuse, it seeks protection from possible future pitfalls, by limiting accruals to one (1) day per month. PBA expresses a considerable lack of

enthusiasm for conformity with anticipatory breach fears expressed by the Town.

AWARD. Rejected. Absent compelling circumstances, it is not the place of an Interest Arbitration Panel to vacate terms and conditions of employment earlier entered into by the parties in good faith.

XXI. GRIEVANCE PROCEDURE

XVIII-C provides for the Chief of Police (Chief) or his designee to meet with a PBA representative within fifteen (15) days of the filing of a grievance. The Town would amend, so as to permit the Grievant to meet with the Chief "to attempt to informally resolve the grievance. If such attempt fails...", PBA moves in as of old.

XVIII-D and E identifies spokespersons for the Town as Supervisor and Town Board. The Town would delete Supervisor.

PBA opposes each of the proposed changes.

AWARD. XVIII-C rejected. PO is free to discuss his/her gripe/problem with Chief to resolve same, consistent with the terms of the CBA. Once a grievance is filed, the PBA must be privy, at its option, to proceedings that follow contractually provided in the CBA.

AWARD. XVIII-D and E. This is a ministerial change, and the best interests of all concerned is served by amending existing XVIII-D and E nomenclature to "Supervisor and/or Town Board,"

before moving a grievance to arbitration. We so AWARD.

XXII. PAY DAY

The Town wishes to introduce new language designating Friday as pay day, with further provision for every effort to distribute checks by Thursday night.

AWARD. Rejected. The language sought is not needed. The Town can do so now, without CBA language.

XXIII. WEAPONS TRAINING

The Town seeks CBA language to provide for training in use of POs own/personal weapon at own time and expense, where such training cannot be accomplished during Department training time. The record indicates that the Department requires the training of concern.

AWARD. Rejected. Training required by the Department is the responsibility of the Department, both as to time of the PO and expense pertaining thereto. There is no legal basis for sustaining the Town's proposal.

XXIV. TRAINING OF NEW EMPLOYEES

Town Proposal. Where a PO voluntarily leaves the service of the Town prior to completion of four (4) years of service, he shall be responsible minimally for fifty percent (50%) and up to ninety-five percent (95%) for cost of training and expenditures for uniforms, as well as forfeiture of certain salary earlier paid. The Town would achieve this objective through a signed agreement with the

applicant at point of initial appointment. Reduced to fundamentals, the Town is less than pleased in training/breaking in POs who later move on to greener pastures. Needless to add, PBA is skeptical over the Town's approach to the problem of losing trained POs to other appointing agencies.

The Chairman respectfully offers that the Town's approach to the problem is not in tune with our free enterprise system in which the hired hand is free to move at will, based on economic reasons or any reason. It is the responsibility of the Town to select and appoint POs that are sure to stay, for whatever reason(s), and/or make employment at the Town attractive so as to meet competition by the other governmental bodies or private employers who pirate away the Town's POs. It is also our considered opinion that the Town's proposal is very unlikely to attract potentially qualified POs. We further add that the Town's proposal for employment contract is of doubtful legal validity.

AWARD. The Town's proposal is rejected.

XXV. SALARY

PBA is seeking eight percent (8%) across the board increase in 1988 and again in 1989, basing the demand on comparability with the Towns of Bedford, Carmel, Kent and Yorktown. The substance of PBA Exhibit 6 is noted --

TOP OF THE GRADE POS

	<u>12-31-87</u>	<u>1-1-88</u>	<u>7-1-88</u>	<u>1-1-89</u>	<u>7-1-89</u>
Bedford	\$35,564	\$37,698		\$39,960	
Yorktown	34,342	36,059	\$36,420		
Carmel	32,737	34,210	34,894	36,465	\$37,194
Putnam Valley	32,600				
Kent	30,915	32,770			

The Town stresses non-identity with Yorktown and Bedford, submitting that the citizens in these towns are in an upper economic stratum as compared with Putnam Valley, and adding that the finances of these Westchester communities are enhanced by tax income from commercial and industrial units/ratables, while the Town is essentially limited to private homes. The Town continues that it is but a bedroom community for the City of New York, and even at that, expansion is now on a holiday, influenced by the financial events of October 1987. The Town continues that an attractive source of tax income--transfer of homes--is equally on the downgrade, this too stemming from the Wall Street vertical plunge in October '87.

The Town dwelt extensively on the financial strain flowing from Empire health insurance premiums which are climbing vertically.^{2/} PBA in turn, highlighted the reduction in cost of retirement in the past decade, as demonstrated by a drop for Tier I employees from 26.3% to 15.5%, and similarly for Tier II employees where the rate

	<u>2/ 1987</u>	<u>HEALTH INSURANCE COSTS</u>	
		<u>1988</u>	<u>1989</u>
Individual	\$1,220	\$1,698	\$2,059
Family	2,630	3,876	4,645

dropped from 17% to 8.5%.

The Chairman, upon examination of the data before him, approaches the salaries problem on hand with the realization that the interests of all concerned are best served by the maintenance of relative standing, which leaves the Town, salarywise, above Kent and below Carmel. While we recognize the front place positions of Bedford and Yorktown cited by PBA, same may nevertheless not be accepted as a basis for PO salaries at Putnam, in that the towns in Westchester County have traditionally maintained a forward position salarywise, and we leave it to free collective bargaining in the future, for the Town and PBA to analyze the economics of the several areas in reaching future salary scales. We further note differences within the County of Putnam, so that as of December 31, 1988, top PO rate at Kent was at \$32,770 as compared with \$34,894 at Carmel, a difference of \$2,124.

On the entire record, we make the following

AWARD. Increase salaries as shown below --

<u>Effective</u>	<u>1-1-88</u>	<u>7-1-88</u>	<u>1-1-89</u>	<u>7-1-89</u>
	3%	3.25%	3%	3.25%

The following salary schedule evolves --

	<u>12-31-87</u>	<u>1-1-88</u>	<u>7-1-88</u>	<u>1-1-89</u>	<u>7-1-89</u>
Start	\$18,400	\$19,000		\$19,000	
After 1 yr.	21,930	22,588	\$23,322	24,022	\$24,802
" 2 yrs.	25,480	26,244	27,097	27,910	28,817
" 3 "	29,030	29,901	30,873	31,799	32,832
" 4 "	32,600	33,578	34,669	35,709	36,870

Part-time POs must be proportionately increased, and we accordingly AWARD the formula as applied to full-time POs as follows --

	<u>12-31-87^{3/}</u>	<u>1-1-88(3%)</u>	<u>7-1-88(3.25%)</u>	<u>1-1-89(3%)</u>	<u>7-1-89(3.25%)</u>
Start	\$ 7.00	\$ 7.21	\$ 7.44	\$ 7.67	\$ 7.92
After 1 yr.	8.00	8.24	8.51	8.76	9.33
" 2 yrs.	9.00	9.27	9.57	9.86	10.18
" 3 "	10.00	10.30	10.63	10.95	11.30
" 4 "	11.00	11.33	11.70	12.05	12.44

XXVI. LONGEVITY. Present and as proposed by PBA and Town.

	<u>12-31-87</u>	<u>1-1-88 PBA Proposal</u>	<u>Town Proposal</u>
After 5 yrs.	\$ 500	+\$ 500	\$ 500
" 10 "	1200	+ 300	Delete
" 15 "	1750	+ 250	Delete

Both the sky-high of PBA and the Town's two steps backwards, are out of step with relation to area patterns. In recognition of two-step annual adjustments which does save money, we deem it in order to upgrade longevity rates as shown --

<u>Effective 1-1-88</u>	
After 5 years	- \$ 550.
" 10 "	- 1250.
" 15 "	- 1800.

AWARD accordingly.

IN CLOSING

The binding interest arbitration award herein is not likely to get rave reviews from either the Town or PBA. It is the best that the

^{3/} On 10-23-86 the Town and PBA entered into a 'side agreement' which revised Article XIX-C both as to rates and rules governing vertical salary movement. The Award herein adopts said rules for continuance in successor CBA.

Chairman can offer, based on the totality of the record and exposure over the years to pragmatic reality of the Labor-Management process. We are of course aware that the long and tedious exchanges between the parties and before the Panel, accommodate the past while calling out loud and clear, 'it's bargaining time again.' We urge upon the PBA and Town, when resuming the process, to take stock of the situation so as to sign off on as many issues as possible, even beyond the 'throwaways,' so as to reduce time needed for finalization of a document effective January 1, 1990, hopefully for a three-year period, worked out by the parties without outside involvement.

And to the Panelists in this case, the Chairman expresses gratitude for the frank and clear views offered in Executive Session, all most helpful in arriving at resolutions herein.

The Chairman invites his colleagues to concur or dissent in part or otherwise, with or without opinion, each at his option.

Respectfully submitted,

Max M. Doner 5-5-89

MAX M. DONER
Chairman

John P. Henry 5/14/89 Concur Dissent II, III, XIV
JOHN P. HENRY, Member

ERNA 5/23/89 Concur Dissent XXIV, X
ERNEST R. STOLZER, Member
ON ALL
POINTS EXCEPT
AS NOTED

Employee Panel Member Opinion

Award II, Retirement

The Tri-County Federation of Police, Inc., at the Arbitration Hearing presented very strong evidence to justify the Panel awarding the members of the Putnam Valley Police Bargaining Unit the twenty year retirement. The substantial evidence included documentation that Putnam Valley was the only Town in Putnam County and northern Westchester County that did not provide the twenty year retirement for their police officers. The Federation evidence also included documentation that over the past several years the cost of providing the twenty year retirement has been reduced from a high of 41% several years ago to approximately 17% in 1988.

The fact that no bargaining unit member will be eligible to retire under the twenty year retirement for the duration of this award, in the opinion of the Panel Member, does not constitute a reasonable and just reason for denial of the benefit.

Award III, Night Differential

In the opinion of this Panel Member night differential should have been awarded by the majority of the Panel by the same logic that was used by the majority of the Panel to deny the twenty year retirement. Night differential is not a benefit being enjoyed by the majority of other police bargaining units in Putnam County and northern Westchester and it is a benefit that all members of the Putnam Valley Police Bargaining Unit would be

able to enjoy from the effective date of this award.

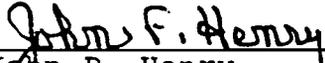
Award XVII, Health Insurance

This Panel Member, having been involved in negotiating the present contractual language of Article XV-D:

"The Town may switch carriers to another plan providing coverage equal to or better than the statewide plan."

must express his strong dissent in the award of the majority of the Panel. The change in wording, though on a casual reading may seem minor, may cause many problems between the parties. The wording stating that the Town may switch providing coverage must be "equal or better than the statewide plan" is clear, concise, and direct. The wording "coverage comparable", can only lead to controversy between the parties as to what is "comparable". In the opinion of this Panel Member the majority of the Panel has awarded a language change that will in the future lead to grievances and disturb the collective bargaining relationship between the parties.

Respectfully Submitted



John P. Henry
Employee Panel Member