

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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**CONCILIATION**

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
Case No. IA91-020; M-91-082

In the Matter of the Arbitration

- between -

TOWN OF CORTLANDT

- and -

NEW YORK STATE FEDERATION OF POLICE, INC.  
TOWN OF CORTLANDT POLICE BENEVOLENT  
ASSOCIATION

DETERMINATION

AND

AWARD

OF

ARBITRATION

PANEL

BEFORE:

Public Arbitration Panel:

Public Member and Chair:

Susan T. Mackenzie, Esq.

Employer Member:

Glenn Cestaro

Employee Organization Member:

Kenneth J. Franzblau, Esq.

APPEARANCES:

For the Union:

John P. Henry, Vice-President,  
Federation of Police

For the Town:

Thomas F. Wood, Esq., Town Attorney

The New York State Public Employment Relations Board, having determined that a dispute continued to exist in negotiations between the Town of Cortlandt and the New York State Federation of Police, Inc., (hereinafter the "Town" and the "Union"), and further that the dispute came under the provisions of Section 209.4 of the Civil Service Law, designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute. Hearings before the Panel were held on January 7, 1992 and February 6, 1992, at which time the parties were accorded

full opportunity to present witnesses, testimony, documents and other evidence in support of their respective positions. Subsequently, the Panel met in executive session on March 3, 1992 and March 6, 1992 and May 13, 1992.

In 1990, the Town of Cortlandt's population was 28,369, and the Police Department, with eight Police Officers, was the second smallest department in Westchester County. The parties' prior collective bargaining Agreement covered the term, January 1, 1989 to December 31, 1990. The Union petitioned the Public Employment Relations Board on August 27, 1991 for the appointment of an Arbitration Panel listing 14 Union proposals and 11 Town proposals for negotiations. Proof and argument on those proposals was placed before the Arbitration Panel. Subsequently each of the parties withdrew three proposals. Several of the remaining proposals address the same contract provisions.

The Panel, in accordance with its obligations pursuant to Civil Service Law Section 209.4, has taken into consideration, in addition to other relevant factors, the following:

- comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- the interests and welfare of the public and the financial ability of the public employer to pay;
- 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;

- 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.

#### PROPOSAL 1: DISCIPLINARY PROCEDURES

Current Provision: Article 11 of the parties' 1989-90 Agreement does not provide for an election of forums for review of disciplinary charges.

Union Proposal: The Union proposes the following addition to Article 11: "An employee who so chooses can elect to have disciplinary charges that have been preferred against him pursuant to either Civil Service Law §75, Chapter 104 of the Laws of 1936 or Town Law §155 heard by a neutral arbitrator appointed pursuant to the procedures of the New York State Public Employment Relations Board."

Town Proposal: The Town agrees to the Union's proposal.

Discussion and Determination: Based on the consent of the parties, the Panel will award the inclusion of the following language in Article 11:

- An employee who so chooses can elect to have disciplinary charges that have been preferred against him pursuant to either Civil Service Law §75, Chapter 104 of the Laws of 1936 or Town Law §155 heard by a neutral arbitrator appointed pursuant to the procedures of the New York State Public Employment Relations Board.
- The record of any disciplinary hearing shall be made by means of a certified court reporter, and the Town shall provide at no cost to the accused employee a certified copy of the record of such hearing.
- Any suspended employees shall receive all contract benefits during the period of suspension.

PROPOSAL 2: WORK SCHEDULE

Current Provision: Article 19 of the parties' 1989-90 Agreement sets forth the regular work schedule of bargaining unit members and provides for 255 work days per year.

Union Proposal: The Union proposes a reduction to a work schedule of 242 work days per year.

Town Position: The Town proposes no change in the number of work days.

Discussion and Determination: Under Article 19 of the parties' 1989-90 Agreement, full-time police officers work a rotating schedule which reflects 255 work days per year, prior to the deduction of authorized leave time. The evidence submitted by the Union demonstrates that in 11 other Westchester County towns and the two Cortlandt villages, the average work schedule for police officers varies from a low of 236.5 days per year to 251.5, with many in the approximately 249 range. Thus, the work schedule of Cortlandt police officers includes more work days than other jurisdictions.

However, evidence submitted by the Town indicates that on the basis of the 1990 base salary of \$37,340.00, each one-day reduction in the work schedule is equal to a 0.5 percent pay increase. Furthermore, in negotiations the parties apparently discussed various options for a new schedule, but were unable to agree on a schedule that would contain fewer days but also satisfy the concerns of the Town. The record does not clearly establish whether work days reflecting guaranteed leave in the various towns

and villages would establish a different pattern. Nor was any data of extreme hardship to unit members presented to support the assertion of a need for the change in this contract provision. The Panel determines that under the totality of circumstances, and particularly given the current economic climate, changes in work schedule are best left for the parties to negotiate themselves.

Accordingly, the Panel Award will reflect no change in the current provision on work schedule and work days.

#### PROPOSAL 3: OVERTIME

Current Provision: Article 20 of the parties' 1989-90 Agreement sets forth the provisions on overtime.

Union Proposal: The Union proposes the following changes in the overtime provisions:

- An officer working overtime pursuant to an order of the Department or that is otherwise involuntary shall be compensated at the rate of two times their normal hourly rate of pay for all hours worked.
- Minimum call shall be increased to a minimum of six hours pay at time-and-one-half.
- Officers on call shall receive \$3.00 per hour for every hour they are required to be on call.

Town Position: The Town proposes no change.

Discussion and Determination: The Union presented statistics comparing wage rates and rates for overtime in various other jurisdictions in Westchester, based on its own calculations of base salaries rates. However, there was not a demonstration that other jurisdictions, or other bargaining units in the Town, received other than time-and-one-half pay for overtime. Nor was any data

submitted to establish any other basis for an increase to a minimum of six hours pay at time-and-one-half. The issue of on-call pay was also not sufficiently addressed on the record. Accordingly, the Award of the Panel will not include any change in the Article 20 provisions on overtime.

PROPOSAL 4: SALARY

Current Provision: Article 21 sets forth the current salary schedule.

Union Proposal: The Union proposes a three-year agreement, with the following changes in salary:

- All steps on the salary scale shall be increased by 10 percent per year for the life of the Agreement.
- Employees shall receive their increments on their anniversary date of service.
- The following longevity schedule shall be implemented:

	<u>1-1-91</u>	<u>1-1-92</u>	<u>1-1-93</u>
After 5 years	\$ 500.00	\$ 600.00	\$ 700.00
After 15 years	\$ 940.00	\$1040.00	\$1140.00
After 19 years	\$1150.00	\$1260.00	\$1360.00

Town Position: The Town proposes a two-year agreement, with no change in the current salary levels.

Discussion and Determination: The Union urged that the Town has the ability to pay its proposed salary increase, and it further maintained that its salary proposals are appropriate based on police salaries in other townships in Westchester County (including Bedford, East Chester, Greenburgh, Harrison, Mamaroneck, Mt. Pleasant, New Castle, North Castle, Ossining, Yorktown) as well as the two villages in Cortlandt (Buchanan and Croton). In none of the cited agreements did any of the 1990 or 1991 salary increases approach the 10 percent increase sought by the Union. It is also noted that the Union salary comparisons made were on gross salary amounts rather than percentage increases. The Union also presented an expert witness in municipal finance and his report indicated that the Town was "well managed, had a good fund balance," particularly noting that the Town would be enjoying proceeds of a newly enacted law permitting a sales tax in Westchester County.

By contrast, the Town pointed out that the sales tax, which is shared among townships, the County and school districts, can by statute only be used for "town-wide" budget lines whereas police salaries are on an "outside village" budget line. Therefore the sales tax cannot be applied to police salary increases. It was also noted that there has been a decrease in state aid of approximately \$1.5 million and that approximately 60 percent of the budget of municipalities is made up of state aid. It also emphasized the dramatic increase in health care costs. The Town further noted the relatively low increases in the CPI, 6.1 percent in 1990 and 3.1 percent in 1991, and that it now has to pay \$430,000.00 more than

what it received in uncollected taxes. Additionally for the Town, uncollected school taxes nearly tripled, from \$370,989.00 in 1988-89 to \$981,688.00 in 1990-91. Similarly, uncollected County and Town taxes nearly tripled from \$179,285.00 in 1988 to \$510,963.00 in 1990. It also noted the recent interest arbitration award in North Tarrytown, where the Panel awarded no increase for 1990 and a six percent increase for 1991.

With respect to the Union's proposed increase in longevity payments, it is noted that in 1990 Cortlandt ranked seventh out of 13 in longevity increments received after five years and at 21 years of service in Westchester towns and the two Cortlandt villages. The highest longevity payments in Cortlandt, \$1,060.00 in 1990, appears to be commensurate with or slightly higher than those of the two villages in the Town, and in the mid-range of towns in Westchester County, which vary from a low of \$350.00 to a high of \$2,500.00. It is also noted that there has been a relatively high turnover in the bargaining unit. Accordingly, the Panel determines that there should be no change in the increment in the new agreement.

If 1990 base salaries alone are compared, Cortlandt police officers rank substantially behind all other towns in Westchester County as well as the two villages in Cortlandt. By contrast, if comparisons incorporate such factors as Cortlandt officers' guaranteed night differential and holiday pay, Cortlandt police officers' relative standing with that of officers in other comparable jurisdictions improves substantially. For example, the

Town's calculations---factoring in the night differential, holiday pay as well as longevity---result in Cortlandt's base salaries for 1990 as in the mid-range of eight other nearby Westchester County townships.

By converting the salary increases of comparable jurisdictions from gross dollars to percentages, the Panel found that the majority of salary increases in 1990 and 1991 approximated six (6) percent. However, a closer look at those statistics indicates that, with the exception of North Castle, many of the higher increases were negotiated or imposed in 1990 or prior to that date. (See, for example, Ossining, Croton, Greenburgh, Yorktown and Bedford.)

More recently negotiated or imposed salary increases showed a somewhat different pattern. For example, East Chester had raises of six (6) percent in 1991 but four-one-one-half (4.5)percent in 1992. Salary increases in Harrison were five (5) percent in 1991 and five (5) percent in 1992, but also no percentage increase on starting salaries in 1991. New Castle increases were five-and-one-half (5.5) percent in 1990 and six-and-one-half (6.5) percent in 1991. Buchanan recently increased salaries five-and-one-half (5.5) percent in 1990, five-and-one-half (5.5) percent in 1991 and six (6) percent in 1993. North Tarrytown had no percentage increase in 1990 and six (6) percent in 1991. Furthermore, Cortlandt and its AFSCME unit negotiated a five-and-one-half (5.5) percent increase for 1991. This change in pattern, it can be surmised, reflects the increased concerns for generating municipal revenues as a result of the downturn in the general economy, and in the reluctance of taxpayers to increase taxes.

In determining the appropriate salary increase, the Panel has taken particular note of comparable increases, the decrease in Town revenues and increasing financial pressures on the Town budget as well public and private employee settlements in general. It has also taken particular note of the fact that the Town, in part based on good management, is not experiencing the level of revenue shortages currently experienced by other municipalities such as North Tarrytown. Furthermore, the Town's own comparative figures factor in, among other things, the guaranteed night differential which, together with base salaries, places Cortlandt police officers in a more competitive range with comparable jurisdictions.

The Panel will include the following salary increases in its Award based on a two-year agreement: a six (6) percent salary increase, effective January 1, 1991; a five (5) percent increase on 1991 base salaries, effective January 1, 1992, and the inclusion of the guaranteed \$2,500.00 night differential in the January 1, 1992 salary base.

#### PROPOSAL 5: PERSONAL LEAVE

Current Provision: Article 23 of the parties' 1989-90 Agreement provides for three personal leave days and the addition of unused personal days to accumulated sick leave.

Union Proposal: The Union proposes the following amendments:

- Full time employees shall receive eight (8) personal days per year to be credited on January 1 of each year.
- Unused personal leave may be added to the employees vacation time, sick time or paid in cash to the employee at his option at the end of each year.

Town Proposal: The Town proposes no change.

Discussion and Determination: A review of personal leave days in Cortlandt indicates that the average of 10 Westchester towns is four per year. However, in many of these towns and in the two Cortlandt villages, unused personal days are "lost" whereas under the parties' current provision, unused personal days are added to accumulated sick leave. Nor was there a demonstration of any hardship to unit members based on the current provision. Therefore, the Panel will not include any change in personal leave in its Award.

#### PROPOSAL 6: VACATION LEAVE

Current Provision: Article 26 of the parties' Agreement provides for vacations, with a range of 10 working days for employees with less than one year of service to 25 working days where employees have a minimum of 20 years of service.

Union Proposal: The Union proposes the following changes:

<u>Completed Continuous Service (Years)</u>	<u>Vacation Period</u>
0-6 months	0
6 months - 1 year	10
2 years	15
4 years	20
6 years	25
8 years	30
19 years	40

- Vacations may be accumulated for two (2) years. Accumulations above two years are subject to the approval of the Town Supervisor which approval shall not be unreasonably denied.

Town Position: The Town proposes no change in the vacation schedule but agrees to the proposal on accumulation.

Discussion and Determination: The range of 10-25 days of vacation is comparable to many of the cited Westchester towns as well as the two villages in Cortlandt with which the Union compared Cortlandt. However, in many of the other towns more vacation days are afforded with fewer years of service. For example, officers in Cortlandt with 10 years of service receive 15 working days whereas in many of the surrounding townships (including Bedford, Greenburgh, Harrison and both the villages of Buchanan and Croton), 10-years employees receive between 20 and 25 vacation days with 10 years of service. However, given the Town's consent to accumulate vacations for two years and above two years with approval, and the current economic climate, the Panel will not include any change in the current vacation schedule in the Award.

#### PROPOSAL 7: LIFE INSURANCE/DEATH IN LINE OF DUTY

Current Provision: Article 33 of the parties' Agreement provides for \$10,000.00 life insurance for each unit employee and \$1,000.00 coverage for each dependent.

Union Proposal: The Union proposes an increase in coverage to \$20,000.00 per employee and \$10,000.00 for each dependent, and a new section stating that the Town shall provide full medical and dental to the employee's surviving spouse and dependents.

Town Position: The Town proposes no change.

Discussion and Determination: No evidence on life insurance coverage in comparable jurisdictions was presented, although the Federation of Police Life Insurance Program and Rate Schedule was provided to the Panel. Thus, there is no basis on which to determine whether or not the current life insurance coverage amount for unit members is comparable to that offered in other Westchester jurisdictions.

Article 33 of the parties' Agreement also provides for up to \$20,000.00 toward the cost of a funeral for an employee who dies as a result of injury or illness resulting from the performance of duty. This provision indicates a recognition by the parties of obligations to surviving spouses and dependents in circumstances related to in-the-line-of-duty injuries or illnesses. The Panel deems it appropriate for the Town to continue the current level of medical and dental coverage for surviving spouses and dependents for a two-year period upon the death of a unit member in the line of duty, at the coverage level in effect at the time of the death, but at no cost to the employee's surviving spouse and dependents. Any other changes in life insurance provisions is deemed more appropriate for bilateral negotiations. Therefore, the Panel will award an addition to Article 33 to provide for the continuation of medical and dental coverage to any employee's surviving spouse and dependents in the event of an in-the-line-of-duty injury and illness which results in the death of a unit member, for a two-year period at the level in effect at the time of the death.

PROPOSAL 8: APPAREL

Current Provision: Article 27 of the parties' Agreement sets forth the provisions on duty apparel and provides for a \$550.00 allowance.

Union Proposal: The Union proposes that the annual duty apparel purchase and maintenance allowance shall be increased to \$1,000.00 in 1991, \$1,200.00 in 1992, and \$1,500.00 in 1993.

Town Position: The Town proposes no change.

Discussion and Determination: By consent of the parties, the Panel will Award the following: the duty apparel allowance set forth in Article 27 shall be increased from \$550.00 to \$650.00 in the second year of the contract term.

PROPOSAL 9: POLICE EDUCATION PROGRAM

Current Provision: The parties' Agreement does not provide for police education programs.

Union Proposal: The Union proposes the inclusion of the following provision:

- Employees who are enrolled in courses relating to Police Science, Criminal Justice, Public Administration, Law or Management in an accredited institution shall be entitled to reimbursement of the cost of tuition according to the following rules:
  - a) The Annual Reimbursement by the Town shall not exceed \$10,000.00 per year for the entire bargaining unit.
  - b) Employees shall notify the Town at the time of enrollment of the specific courses to be taken, the cost of each course and the name of the institution attended.

- c) Upon successful completion of the course the employee shall furnish the Town with a copy of the employee's transcript.
- d) The Town shall then reimburse the employee the tuition for all courses successfully completed. However, the cost to the Town shall not exceed \$10,000.00 per year for all eligible employees.
- e) In the event that the actual costs of tuition due eligible employees under this program exceeds \$10,000.00 for the year, the reimbursement to the employees shall be prorated according to the total cost of tuition for all eligible employees.

Town Proposal: The Town rejects inclusion of any such provision.

Discussion and Determination: While the Union's proposal has merit, the Panel considers that in the current economic climate available funds should go to increase salaries. Therefore, the Panel's Award will not include a provision for education reimbursement.

#### PROPOSAL 10: NO PARTNER PAY

Current Provision: No provision in the 1989-90 Agreement.

Union Proposal: The Union proposes the addition of a new article to provide:

Any officer who works with less than two patrolmen on any shift shall be paid at two times the officer's normal rate of pay.

Town Position: The Town rejects any such addition.

Discussion and Determination: No evidence was placed before the Panel indicating that officers working without a partner had experienced any substantial problem. Nor was comparable data on

this issue presented. Accordingly, there is no basis on which the Panel can appropriately award the change proposed by the Union. The Award will not include the addition of "no partner" pay.

PROPOSAL 11: HOSPITALIZATION AND MEDICAL

Current Provision: Article 32 of the parties' Agreement provides for Town payment of the full cost of health insurance premiums, including major medical and prescription company plan of the Civil Service Law and the regulations governing the State health insurance plan for the employee and their eligible families and retirees. It also provides for Town payment of the Travelers Insurance Company Comprehensive Dental Expense Benefits Plan for all bargaining unit members, which includes 100 percent preventative services, 85 percent general services, 50 percent major services with a maximum benefit of \$1,500.00 per insured family member each year (no deductible) and \$1,000.00 maximum lifetime benefit for orthodontic services for all employees and their dependents.

Town Proposal: The Town proposes that employees contribute 35 percent of the cost health insurance and dental insurance. It also proposes that new hires receive no dental insurance for the first year.

Union Position: The Union proposes no change in current health care benefits.

Discussion and Determination: Statistics supplied by the Town substantiate the generally accepted notion that health insurance premiums have risen dramatically in the last few years. For example, premiums for health insurance for the family plan have increased from \$300.00 per month in 1989 to \$462.00 in 1992, a 55 percent increase. Individual plan monthly premiums for a comparable period have increased from \$120.00 per month in 1989 to \$206.00 in 1992, a 72 percent increase. Dental insurance premiums have also increased substantially. Family plan monthly premiums have increased 62 percent from \$60.00 in 1989 to \$97.00 in 1992, and individual plan premiums from \$21.00 per month in 1989 to \$33.00 in 1992.

The Panel also notes the recent trend in public employment for some employee contribution to increasing health care costs, particularly for new hires. Additionally, members in the Town's other bargaining unit now contribute 35 percent of the cost of health and dental insurance premiums, and new hires are not eligible for dental coverage until completion of one year of service.

In view of the current economic climate and increasing health-care costs, the Panel will include the following changes in its Award: employees hired on or after July 1, 1992 shall contribute 10 percent to the cost of health insurance plan premiums. Additionally, employees hired on or after July 1, 1992 shall not receive the comprehensive dental expense benefit plan until completion of one year of service. Thereafter, such employees shall contribute 10 percent to the cost of dental plan insurance premiums.

PROPOSAL 12: PAID HOLIDAYS

Current Position: Article 25 of the parties' Agreement provides for a lump sum payment in the first pay period in February of each year for paid holidays, whether worked or not, at two times the employee's normal rate of pay on the date paid as follows: New Years Eve (one-half day); New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Washington's Birthday; Columbus Day; Employee's Birthday; General Election Day; Veterans's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve (one-half day); Christmas Day.

Town Proposal: The Town proposes that unit employees be paid only for those holidays worked, at double time, and that the employee's birthday be deleted as a holiday.

Union Position: The Union proposes no change in the Article 25 paid holiday provisions.

Discussion and Determination: The current paid holidays provisions have been considered and discussed in conjunction with the issue of salary increases. The Town did not present comparable data, but the number of holidays and guaranteed payment may be an appropriate subject of bilateral negotiations in the future given the Panel's inclusion of the night differential in the 1992 salary base. However, the Panel will not propose any change on paid holidays in this contract term.

PROPOSAL 13: WORKER'S COMPENSATION COVERAGE

Current Provision: Unit members are covered by applicable statutes. Town Proposal: The Town proposes that the Agreement include a provision specifying that Worker's Compensation coverage be replaced by its own insurance in the event the Town elects to be self-insured.

Union Position: The Union is not opposed to such a change as long as comparable benefit levels are retained.

Discussion and Determination: General Municipal Law Section 207-C has apparently been amended to include an option for municipalities to self-insure in lieu of State Worker's Compensation coverage. However, the legal implications of such a change were not presented to the Panel. While the Panel views the Town's proposed change as appropriate in the event it becomes self-insured and benefits remains at comparable or better level, there is an insufficient basis for such an Award at present.

PROPOSAL 14: SIZE OF NEGOTIATION TEAMS

Current Provision: Section 5, Contract Negotiations, of Article 9 on Union Rights states that the Union negotiating committee shall include two members of the bargaining unit plus such non-members as deemed necessary by the Union.

Town Proposal: The Town proposes that the negotiating committee be limited to one member of the bargaining unit.

Union Position: The Union rejects any further limitation on the negotiating committee.

Discussion and Determination: Article 9.5.a does limit time off with no loss of pay to one member of the contract negotiating team. But the Town has demonstrated no sufficient basis on which it would be appropriate for the Panel to award a further restriction on the number of bargaining unit members on the negotiating team. Accordingly, the Panel will not award any change in the current provisions on negotiating team size.

PROPOSAL 15: INCREASED PROBATIONARY PERIOD

Current Provision: Article 16.1 provides that all new employees shall be considered probationary employees for the first six months of their employment.

Town Proposal: The Town proposes that the probationary period be increased to one year.

Union Position: The Union rejects any change in the probationary period.

Discussion and Determination: The Panel notes that pursuant to Article 16.4 of the parties' Agreement, all probationary employees are represented by the Union. Furthermore, given the nature of police officer responsibilities and the benefits which full-time status confers on a police officer, the Panel deems that a one-year probationary period is not excessive and is in line with generally accepted principles of public sector labor-management relations. Accordingly, the Panel will award an increase in the probationary period from six months to one year.

- That Article 27 be amended to increase the duty apparel allowance to \$650.00 in the second year of the contract term.
- That Article 33 provide for the continuation of medical and dental coverage to any employee's surviving spouse and dependents in the event of an in-the-line-of-duty injury and illness which results in the death of a unit member, for a two-year period at the level in effect at the time of the death.

Date: *May 15, 1992*

*Susan T. Mackenzie*  
 \_\_\_\_\_  
 Susan T. Mackenzie  
 Public Member and Chair

Appeared before me this *15<sup>th</sup>* day of May, 1992, Susan T. Mackenzie, to me known who did swear and affirm that she has executed the above and that all statements herein are true and correct to the best of her knowledge and belief.

Date: *May 19, 1992*

*Glenn Cestaro*  
 \_\_\_\_\_  
 Glenn Cestaro  
 Public Employer Member  
 Concur   
 Dissent

*M. L. K. / J. P. / S. / R.*  
*IF 4713 / 19*  
*Exp. 11/2/92*

Appeared before me this *19<sup>th</sup>* day of May, 1992, Glenn Cestaro, to me known who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

*Catherine Morley*  
 CATHERINE MORLEY  
 Notary Public, State of New York  
 No. 4974945  
 Qualified in Westchester County  
 Commission Expires *11/26/92*

Date: *May 18, 1992*  
*Michael F. Wilson*

MICHAEL F. WILSON  
 Notary Public, State of New York  
 No. 489570  
 Qualified in Westchester County  
 Commission Expires April 27, 19*93*

*Kenneth Franzblau*  
 \_\_\_\_\_  
 Kenneth Franzblau  
 Public Employee Member  
 Concur   
 Dissent

Appeared before me this *18<sup>th</sup>* day of May, 1992, Kenneth Franzblau, to me known who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

In summary, the Panel rejects the parties' proposals on increments, work schedule, overtime, personal leave, vacation schedule, holidays, negotiating team size, education reimbursement and workers' compensation. The Panel concludes that the changes described herein constitute a just and reasonable determination of the dispute based on its consideration of relevant factors including comparison of wages, hours and conditions of employment, the interests and welfare of the public and the financial ability of the Town to pay, comparisons of peculiarities in regard to other professions, and the terms of the parties' prior negotiated agreements.

The Panel directs the parties to enter into a two-year agreement, effective January 1, 1991 through December 31, 1992, incorporating the terms of the 1989-1990 Agreement with the exception of the changes reflecting the foregoing discussion and determinations. The Panel directs the parties to incorporate the changes described herein in their 1991-92 Agreement.

AWARD:

The undersigned, duly constituted as the Public Arbitration Panel, and having duly heard the proofs and allegations of the parties, hereby render the following Award:

- That the parties enter into a two-year agreement, effective January 1, 1991 through December 31, 1992, incorporating the terms of the 1989-1990 Agreement with the exception of the following:
- That current salary schedule be incorporated into the new contract, with the following salary increases:
  - effective January 1, 1991: six (6) percent on the 1990 base.
  - effective January 1, 1992: five (5) percent on the 1991 base, and the inclusion of the guaranteed \$2,500.00 night differential in the January 1, 1992 salary base.
- That Article 11 include the following:
  - An employee who so chooses can elect to have disciplinary charges that have been preferred against him pursuant to either Civil Service Law §75, Chapter 104 of the Laws of 1936 or Town Law §155 heard by a neutral arbitrator appointed pursuant to the procedures of the New York State Public Employment Relations Board.
  - The record of any disciplinary hearing shall be made by means of a certified court reporter, and the Town shall provide at no cost to the accused employee a certified copy of the record of such hearing.
  - Any suspended employees shall receive all contract benefits during the period of suspension.
- That Article 16.4 be amended to provide for a one-year probationary period.
- That Article 22 include the following: employees hired after July 1, 1992 shall contribute 10 percent to the cost of health insurance plan premiums. Additionally, employees hired on or after July 1, 1992 shall not receive the comprehensive dental expense benefit plan until completion of one year of service and thereafter they shall contribute 10 percent to the cost of dental plan insurance premiums.
- That Article 26 include a provision that vacations may be accumulated for two (2) years. Accumulations above two years are subject to the approval of the Town Supervisor which approval shall not be unreasonably denied.