

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

Interest Arbitration Panel

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

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 In the Matter of the Interest Arbitration :
 between the :
 :
 Village of Larchmont ("Village") :
 :
 - and - :
 :
 Larchmont P.B.A. ("PBA") :
 :
 Case No: 92-⁰¹⁶~~106~~; M 91-54 :
 :
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FINAL AND BINDING
OPINION AND AWARD

PURSUANT TO
SECTION 209.4
OF THE CIVIL
SERVICE LAW

By: Tri-partite Arbitration Panel:

Theodore H. Lang, Ph.D., Neutral Chairperson, 795 Addison St.,
Woodmere, NY 11598

Terence M. O'Neil, Esq., Member designated by the Village

Barry Rona, Esq., Member designated by the P.B.A.

APPEARANCES:

For the Village: Craig R. Benson, Esq. of Rains & Pogrebin,
Attorney for the Village

Stephen Altieri, Labor Representative

For the P.B.A.: Warren J. Roth, Esq. of Bower and Gardner,
Attorney for P.B.A.

Walter J. Burke, PBA President

Timothy J. Brennan, Police Officer

The New York State Public Employment Relations Board, Hon. Pauline R. Kinsella, Chairperson, on or about November 3, 1992, invoked the provisions of the Civil Service Law, Section 209.4 and designated the Undersigned as the Public Arbitration Panel for the purposes of making a just and reasonable determination of this dispute. This "Opinion and Award" was prepared by the Public Panel Member and Chairman of the Panel, Dr. Theodore H. Lang, Ph.D.

HISTORY OF THE IMPASSE

The latest formal Agreement between the PBA and the Village covering a unit consisting of "all members of the Police Department with authority to exercise police powers, except the Chief of Police," was for a three year period from June 1, 1988 through May 31, 1991. The parties were unsuccessful in negotiating a settlement of a contract for the period from June 1, 1991 through June 4, 1994 and P.E.R.B. assigned a Mediator. The parties were unable to reach a settlement even with the assistance of the Mediator who was assigned on February 28, 1992. On August 11, 1992 the PBA petitioned P.E.R.B. for Compulsory Interest Arbitration on a total of 16 numbered issues. Under date of August 27, 1992, the Village responded to the said petition incorporating 12 articles it seeks to change amounting to at least 19 proposals.

Hearings were held on May 3 and June 29, 1993. The parties entered into a stipulation that the Record of this Case shall be

constituted solely of the exhibits and testimony supplied by the parties and the notes of the Chairman, and that the parties do not wish a transcript. The Village and the PBA had ample and full opportunity to submit exhibits, examine and cross-examine witnesses, and make oral argument. There were six joint exhibits, over 30 PBA exhibits, and over 30 Village exhibits, including multiple exhibits. The PBA presented testimony by Detective Walter J. Burke. The Village presented testimony by Stephen Altieri, Village Labor Representative.

The Panel met in executive sessions on August 3 and 24, 1993.

In regard to all items, the Panel has considered seriously the provisions applicable to compulsory interest arbitrations pursuant to §209.4 of the Civil Service Law, which provides in part:

- (v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
 - a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
 - b. the interests and welfare of the public and the financial ability of the public employer to pay;

- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The following items are denied. There is no comparative data justifying the change sought by the party, and there is no persuasive argument which, in the judgment of the Panel* justifies the proposal:

PBA Proposals:

| | <u>Subject</u> |
|----|---------------------|
| 6 | Overtime |
| 8 | Sick Leave Payout |
| 11 | Optical Plan |
| 16 | Drug Testing Policy |

Village Proposals

| | |
|-------------------------|--|
| Article 4 | Employees to Receive Copies of Contracts |
| Article 5 | Seniority |
| Article 6, §2(a) | Grievance of a Discharge |
| Article 8, §§2 and §3 | Overtime and Premium |
| Article 11 | Sick Leave |
| Article 13 | Educational Development |
| Article 17e | Medical Insurance Plan of a Spouse |
| Article 21 (in part) | Carryover of Personal Leave |
| Article 22, §3 proposed | Administration of Claims |
| Article 23 | Continuing Rights |

*When the term Panel is used hereafter in the Opinion, it refers to a majority of the Panel.

The Open PBA and Village Proposals on Duration

PBA Proposal No. 1 seeks a two year agreement from June 1, 1991 through May 31, 1993. Village Proposal Article 25 is for a three year term.

We are limited to a two year Award.

Accordingly, it is AWARDED that Article 25, §1 be amended to read as follows:

This Agreement shall be in effect on June 1, 1991 and shall remain in effect through May 31, 1993.

PBA Proposal No. 7 on Mileage

The present practice is to pay officers who use their personal cars on official business a mileage rate of 21 cents per mile. This appears nowhere in the expired Agreement, but evidently is a practice protected by Article 23 (Continuing Rights), Section 2 of the Agreement.

The PBA proposes that the mileage rate be increased to 35 cents/mile and submits I.R.S. documentation that a standard mileage rate for business purposes is 28 cents/mile. Neither party submits comparative data.

It is the Panel's judgment that 21 cents/mile is unreasonably low.

Accordingly, the Panel AWARDS that a Section 3 be added to Article 22 reading as follows:

The reimbursement rate for an employee authorized by the Commissioner, or a designated supervisor, to use a personal car for official business shall be 25 cents/mile.

PBA Proposal No. 15 on Educational Reimbursement

Article 13 (Educational Development) of the expired Agreement reads as follows:

The Village and the P.B.A. recognize that the furtherance of police service is enhanced by training and education of employees and to that end the following policy in connection with such training and education is hereby adopted. Employees hired prior to May 1, 1989 shall be eligible for the education benefits outlined in Section 1.

Section 1.

(a) Reimbursement to Employees of the Police Department for previously approved courses relating to Police Science, or to Employees enrolled as degree students who are taking courses leading to a degree in Police Science, shall be made as long as such Employees attain at least a "C" or better grade.

(b) The Village will reimburse the Employee for the cost of tuition charged by the institution for all approved courses after satisfactory completion as outlined in Section 1 (a) above.

(c) The Village will reimburse the Employee for the cost of all required instructional material for approved courses, title to which shall vest in the Village for the Police Department Library use, provided, however, that the Police Chief may loan

duly enrolled Employees such material in lieu of purchasing new materials.

(d) Course work in the specified field of Police Science shall be subject to the prior approval of the Police Chief and the Board of Trustees.

(e) The maximum number of courses for which an Employee may be reimbursed for in any one contract year shall be four (4).

Section 2. Employees hired on or after May 1, 1989, shall be eligible for the educational benefits outlined below:

(a) Employees shall be entitled to reimbursement for undergraduate courses previously approved in Police Science to a maximum of sixty-six (66) credits and a maximum of \$175.00 per credit hour.

(b) The maximum number of courses for which an employee may be reimbursed for in any one contract year shall be four (4).

(c) To be eligible for reimbursement, the Employee shall receive a grade of "C" or better.

(d) Reimbursement for graduate courses shall be at the sole discretion of the Village.

The PBA proposes the following:

All employees hired subsequent to June, 1989 will be entitled to reimbursement for a maximum of six courses per year, at a maximum rate of \$300.00 per credit.

The Village argues that there be no increase in the \$175.00 per course or in the number of courses.

The PBA presented comparative data of 13* of the 22 Villages in Westchester County, allegedly fairly representative of the villages of the County. The data indicates that about half of the villages offer less, and half offer more, than Larchmont. The data does not strongly support the position of the PBA.

Accordingly, the Panel AWARDS that there be no amendment of Article 13.

Village Proposal, Article 6 §4, Step 4(a), American Arbitration Association

The said step reads as follows:

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, the aggrieved party may submit it to an arbitrator within ten (10) calendar days after receipt of the Mayor's decision. The arbitrator shall be selected from a list supplied by the New York State Public Employment Relation Board and shall be appointed in accordance with the then prevailing rules of that Board.

The Village proposes:

Delete New York State Public Employment Relations Board. Add: American Arbitration Association.

The PBA voices no objection to this proposal.

*Ardsley, Briarcliff, Bronxville, Croton, Dobbs Ferry, Elmsford, Hastings, Irvington, Larchmont, Mamaroneck, Rye Brook, Tarrytown and Tuckahoe.

Accordingly, it is AWARDED that the said step be amended to read as follows:

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, the aggrieved party may submit it to an arbitrator within ten (10) calendar days after receipt of the Mayor's decision. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of that Association.

Village Proposal, Article 9 §2a (Holidays):

The said Section reads as follows:

Holiday pay shall be distributed once each year, in cash or check, on the first payroll day in December for the calendar year just ending.

The Village proposes deletion of the words, "in cash or check."

The PBA voices no objection.

Accordingly, it is AWARDED that the words "in cash or check" be deleted from the said Section.

The Open PBA Proposals and the Open Village Proposals on Insurance Items

In this set of issues there are mixed data, some favoring the PBA on some items and some favoring the Village. The proposals in this set, and related facts and argument are the following:

Proposal

PBA 5
Life Insurance
\$50,000 per member at no cost to the member.

PBA 13
Dental Insurance
Increase Village's contribution from \$480 to \$680 per year per member.

PBA 4
Medical and Hospitalization Plan
Amend Article 17 to provide free coverage for all members, including those hired after May 1, 1989.

Village Article 17 §1(c) and (d)

- (c) Continue contribution for post 5/1/89 hires for full service.
- (d) Increase reimbursement amounts from \$1,000 and \$600 to \$1,200 and \$800 for family and individual, respectively.

Comparative Data

The comparative data offered by the PBA indicated that of 11 villages, seven have a life insurance benefit averaging \$30,000 and four have none. Larchmont has none. The Village presented no controverting data.

The data presented by the PBA (Ex. 16) indicated that dental insurance rates were increased by 26% on March 1, 1991 and by 19% on or about March 1, 1993. No controverting data was submitted by the Village.

At present, hires after May 1, 1989 contribute 10% for individual and 25% for family (Article 17 §1(c)) for the first three years of employment. The PBA points out the Fire Fighters in the Village (PBA 4) are covered 100%. The comparative data (PBA 5) indicates that half of the cited Villages pay 100% and that the other half require contributions from members hired after stated dates. The PBA argues that the officers contributing are the lowest paid and this hurts recruitment.

V 24 establishes that "The proportions of companies requiring employee contributions toward their health care coverage has about doubled since 1983, from 30 percent to 61 percent, according to BNA's latest Personnel Policies Forum surveys." The Village argues that this same trend is taking place in governmental jurisdictions (V 25).

Discussion

The Panel takes arbitral notice of the strong public interest in problems of healthcare in the United States and the trend of public and private employees to require employee contributions toward the rapidly increasing costs of healthcare. The Panel also notes the persuasive argument of the PBA that the lowest paid members are being required to contribute during the three years before they reach the top rate for an officer. The Panel notes also that the Village's proposals in regard to Article 17, §1(d) and the proposed new Article 17 §1(e) are two different optional approaches to this insurance item.

In regard to these five proposals, the Panel AWARDS the following:

1. Amend Article 17 §1(c) to read as follows:

Employees hired after May 1, 1989 but on or before the date of the 6/1/91-5/31/93 Award, shall be required to contribute 10%, if covered by an individual plan, of the monthly health insurance cost and 25% of the monthly health insurance cost, if covered by a family plan. Said employees shall contribute for the first three years of employment, and after such time, the Village shall provide coverage at no cost for active employees.

2. Insert a new Article 17 §1(d) to read as follows:

Employees hired after the date of the 6/1/91-5/31/93 Award shall be required to contribute

10% of the monthly health insurance cost, if covered by an individual plan; and 25% of the monthly cost, if covered by a family plan, after they reach the 1st Grade Patrolman rate.

3. Renumber the old Article 17 §1(d) to become Article 17, §1(e) and amend it to read as follows:

Members of the unit who withdraw from the Village's plan during the life of this Agreement shall receive \$1,200 if they were covered by the family plan, and \$800 if they were receiving individual coverage provided they remain uncovered by such plan for a period of twelve (12) consecutive months. Nothing contained herein shall preclude a member from reentering the plan provided, however, that in the case of a member who reenters in less than twelve (12) months, no payment shall be made. Payments hereunder shall be made in the first pay period of December for the number of months uncovered.

4. Amend Article 17, §4 to read as follows:

Effective May 31, 1993, the Village shall make a lump sum annual payment to PBA in the amount of \$525 per full-time Employee, in the Village employ as of June 1 of ends fiscal year.

5. Add a new Article 17, Section 5 effective prospectively to read as follows:

The Village shall provide life insurance or self-insure each member for \$15,000 life insurance.

The open PBA and Village Proposals on Wages, Starting Salaries, Longevity Payment, Superholiday Pay, Hours of Work, Vacation Time and Personal Leave

All issues of time are interrelated. All issues of pay are interrelated. And time and pay are also closely related. This set shall, therefore, be considered together in order to get a proper balance. In this set of issues there are mixed data, some favoring the PBA on some items and some favoring the Village on other items. The proposals in this set and related facts and argument are the following:

Proposal

PBA No. 3

Hours of Work

At present (Article 7) provides a work year of 248.9 days less leave days off (5/2; 5/2; 5/3). PBA proposes a work year of 230.5 work days (4/2, 4/2, 4/3).

PBA No. 9 Vacation Time

Article 10 provides the following:

| | |
|--------------------|---------|
| 1 to 5 yrs. | 15 Days |
| 5 to 10 yrs. | 20 Days |
| *More than 10 yrs. | 25 Days |

(*Only for members hired prior to 1986 Arbitration)

PBA proposes restoration of the 25 days vacation after 10 year service for all and proposes to increase accumulation allowed from 50 to 100 days.

Comparative Data

The PBA presents comparative data (Ex. 2) which is bimodal at 243.3 and 248.9 days. The average work year of the villages offered in comparison is 245.8. Larchmont members work approximately three days more than the villages in the comparison. This does not support the reduction to 230.5 work days sought by the PBA.

PBA offers no comparative data in regard to accumulation of vacation allowances. In regard to annual earnings of vacation, PBA (Ex. 11) indicates that hires after 1986 will ultimately be receiving a lower vacation allowance (20 days) than in most villages. This will not, however, occur in the life of the Award made in this Opinion. However, the Village makes comparison (Ex. V21)

with the *Sound Shore Communities, indicating that the Village is about average in the total vacation days that a 20 year employee would have earned; Larchmont has a figure of 397 as compared to an average of 390.5 days. However, including personal days, Larchmont has offered more time to its employees than the other jurisdictions in Sound Shore Communities.

The PBA (Ex. 23) indicates that Larchmont has 3 bereavement days and the other cited villages have an average of 4.

Village Proposal Article 21 - Personal Days

At present allows seven personal days, with a permissible carryover of three days. The Village proposes that this be reduced to three days with no carryover.

Village Ex. 22 indicates that the average number of Personal Days in the Sound Shore Communities, cities, villages and towns is 4.43 days per year. This data strongly supports some reduction in Personal Days.

PBA No. 12, Superholidays

At present, Article 9§ 4 reads as follows:

Employees who work on Christmas Day or Easter Sunday or Thanksgiving Day shall be paid two times the regular rate of pay in addition to holiday pay as stated in Section 1.

PBA (Ex. 14) comparative data of 11 other villages indicate three have none, one has 2 and seven have 4 or 5. This is really a money item rather than a time item.

*The Sound Shore Communities are: Port Chester, Rye City, Mamaroneck Village, Mamaroneck Town, Larchmont Village, New Rochelle, Pelham, Pelham Manor.

PBA proposes:

The 4th of July, Memorial Day, and New Year's Day shall be compensated at an additional eight hour flat rate for all members actually on duty.

PBA No. 14 Longevity Pay
Article 12 provides longevity pay as follows:

| <u>Service*</u> | <u>Pay</u> |
|---------------------|------------|
| 5 to b.n.i. 10 yrs. | \$200 |
| 10 " " 15 yrs. | 550 |
| 15 " " 20 yrs. | 650 |
| 20 or more | 800 |

PBA proposes that each figure be increased by \$250.

PBA No. 10 Starting Salary
Under Appendix M of the expired Agreement, the starting salary from June 1, 1988 to May 31, 1991 has been \$25,000. The PBA proposes an increase to \$28,000. The Village argues that the \$25,000 rate is adequate for recruitment purposes.

PBA No. 2 Wages

The PBA seeks a 6% increase in wages effective June 1, 1991 and a 6% increase effective June 1, 1992. The Village indicates (Village N 19) that a 4% increase on each of these dates would be reasonable in the light of its comparison of First Grade Patrolman Base Salaries in "Sound Shore Communities."

PBA (No. 17) provided comparative data for the 12 cited villages, indicating estimated averages for the years of service, as follows:

| |
|-------|
| \$345 |
| 555 |
| 755 |
| 915 |

These data support consideration of a reasonable increase as part of a balanced financial package.

PBA (No. 12) indicates that the average starting rate for the 12 comparative villages is \$26,079, two of these starting salaries are either extremely low (Hastings-on-Hudson at \$17,500) or too high (Briarcliff Manor at \$33,016).

*"to but not including."

In support of its position, the PBA makes the following points:

- The average percentage increases in the 12 comparative villages is 6.3% on June 1, 1990 and 5.4% on June 1, 1991.
- The efforts of the Village to bring in later percentage increases in recent agreements effective June 1, 1992 and later is comparing "apples to oranges." Larchmont police should be considered for percentage increases equivalent to those granted to comparable villages in the same period of time.
- Mutual aid zones for Larchmont police are not limited to Sound Shore Communities and extend throughout Westchester County.
- The comparison offered by the PBA, namely of 12 (or 13 at times) villages comparable to Larchmont is more relevant and justified than the comparison offered by the Village namely the "Sound Shore Communities," including Westchester cities, towns and villages bordering Long Island Sound. Other comparisons to the City of Mt. Vernon and others are also irrelevant.
- The Village has presented no evidence of financial inability to pay a reasonable wage increase.
- Industrial and commercial wage comparisons are not relevant to police work.

In support of its position, the Village makes the following points:

- Times are difficult and 1992 increases in New York State governmental jurisdiction are trending lower (Village 1). The trend in 1993 was running even lower (Village 6) averaging 3% in the first five weeks of 1993.

- All industries wage increases average lower in 1992 (3.4%) than in 1991 (3.9%) (Village 2). Total compensation (wages and benefits) went up less in 1992 (3.5%) than in 1991 (4.3%) (Village 3).
- Wage increases in the public sector were lower in 1991 (2.8%) compared to 4.8% in previous agreements for jurisdictions covering 1,000 or more employees.
- State and local government pacts in 1992 showed smallest gains in eight years (Village 5).
- 1993 and later year increases are running under 4% in recent police agreements (Croton in Village 8 and Pleasantville in Village 9).
- Mt. Vernon received 2%-3% for each of four years from 1992 to 1995.
- Fire Fighters in Larchmont received 5.25% and 5% for the two year period covered by this Award.
- Larchmont is suffering from straightened financial circumstances as follows: less revenues from taxes, losses in assessed valuations, one of the highest village tax rates (second of 21 villages and second of 42 municipalities), and the highest police expenditure per person of all 42 municipalities in Westchester County.
- The cost of a First Grade Patrolman for the Village, including wages, other pay items, overtime pay and all fringe benefits is \$64,547.
- Assuming a 4% increase in each year of the two-year Award, Larchmont First Grade Patrolmen would receive an annual salary of \$43,794 on June 1, 1991 compared to average salary of \$43,264; and \$45,546 on June 1, 1992 compared to an average salary of \$45,485 in the "Sound Shore Communities."

Discussion

Wage increases in the PBA cited villages averaged 6.37% in June 1, 1991 and 5.4% in June 1, 1992. Wage increases in the "Sound Shore Communities" averaged 5.1% in June 1, 1992 and it is estimated that they averaged one half to one percent higher in 1991, or over 5.5%. Both sets of comparisons offered by the parties are relevant, but the Panel finds the comparison with comparable villages the more persuasive, since village police departments and financial abilities will be most equivalent to Larchmont.

Larchmont wages are somewhat superior to the average salaries in the comparable villages and in the "Sound Shore Communities" as a result of earlier negotiated agreements. The financial facts support a conclusion that Larchmont can afford a reasonable increase but is facing tighter financial constraints.

Fire Fighters in Larchmont received 5.25% and 5% for the two year period covered by this award and did not give up any personal leave, or make health insurance concessions similar to those contained herein.

In regard to time allowances and work week, at present and for the next five years or more, until earlier negotiated reduction of vacation allowance for new hires begins to "bite," time allowances of Larchmont officers are comparable to or superior to comparable jurisdictions, except for personal days,

when Larchmont has been very generous and is way ahead of the pack.

Taking all the above facts and arguments into consideration, for this set of leave and wage items, the Panel AWARDS as follows:

1. Article 10 (Vacations) be continued unchanged into the new Agreement.
2. Article 7 (Hours of Work) be continued unchanged into the new Agreement.
3. Article 9 (Holidays) be continued unchanged into the new Agreement.
4. Article 12 (Longevity Pay) be amended effective June 1, 1991 to read as follows:

Employees shall be entitled to annual payments based on length of service with the Village Police Department upon the following basis:

Section 1: Employees with five (5) completed years of service but less than ten (10) completed years of service as of their anniversary date of employment in any year will receive a payment of two hundred thirty-five (\$235) dollars in that calendar year and thereafter until they complete ten (10) years of employment.

Section 2: Employees with over ten (10) completed years of service but less than fifteen (15) completed years of service as of their anniversary date of employment in any year will receive a payment of five hundred eighty-five (\$585) dollars in that calendar year and thereafter until they complete fifteen (15) years of employment.

Section 3: Employees with fifteen (15) completed years of service but less than twenty (20) completed years of service as of their anniversary date of employment in any year will receive a payment of six hundred eighty-five (\$685) dollars in that calendar year and thereafter until they

complete twenty (20) years of employment.

Section 4: Employees with twenty (20) completed years of service or more as of their anniversary date of employment in any year will receive a payment of eight hundred thirty-five (\$835) dollars in that calendar year and thereafter in each calendar year.

Section 5: Except when agreements are amended retroactively, all longevity payments earned in any fiscal year shall be paid in the first payroll on or after July 1 in that fiscal year in one lump sum payment.

Section 6: Effective June 1, 1992, each longevity step shall be increased by thirty five (\$35.00) dollars.

5. Article 21 (Personal Leave) be amended effective May 31, 1993 to read as follows:

Personal days off with pay may be taken upon request. Except in emergencies, the request shall be in writing to the Chief of Police and shall be submitted not less than forty-eight (48) hours prior to the requested day or days of absence. The total number of personal days off with pay shall not exceed six (6) days in any calendar year. At the end of each year, any such days not taken (not exceeding three [3] days) shall be credited for the purposes of accumulation at the then existing wage rate. These accumulations will be paid individually at termination of employment.

6. Article 24 (Salary Administration) be amended to read as follows:

The classifications and wage schedules in effect on May 31, 1988 shall be continued during this Agreement except that the wage scale shall be adjusted as follows:

| | |
|------------------------------------|------|
| Effective 6/1/91 - annual increase | 5.5% |
| Effective 6/1/92 - annual increase | 5 % |

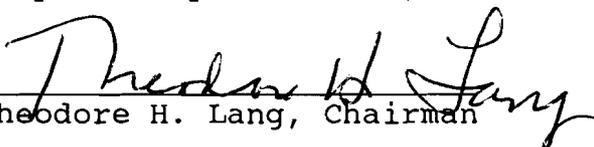
The starting salary shall be fixed at \$26,000 effective with this AWARD.

The annual in-grade salary increases shall equal the starting salary subtracted from the salary of a first grade patrolman at the time of employment, divided by four. Salary increments will be given on the employee's anniversary date of employment. Patrolman in-grade shall also receive the dollar amount of any increase granted to a first grade patrolman.

CONCLUDING REMARKS

All terms and conditions of the expired Agreement, which are not affected by this Opinion and Award, shall be continued into the June 1, 1991-May 31, 1993 Agreement unchanged. It is most unfortunate that the history of this Case has resulted in an Award which is retroactive for its entire term. The fixing of salaries and terms and conditions for the police collective bargaining unit in the Village of Larchmont for the period from June 1, 1991 through May 31, 1993, is long overdue. The period of contract and the salaries and terms and conditions of employment are hereby fixed in this Opinion and Award pursuant to Article 14, §209.4 of the Civil Service Law. Police protection is a most essential government function, and speedy implementation of this Award is in the best interests of the parties and the people of the Village of Larchmont.

Respectfully submitted,


Theodore H. Lang, Chairman

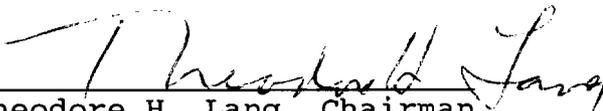
9/13/93

STATE OF NEW YORK:

SS:

COUNTY OF NEW YORK:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.


Theodore H. Lang, Chairman 9/13/93

STATE OF NEW YORK:

SS:

COUNTY OF NASSAU:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

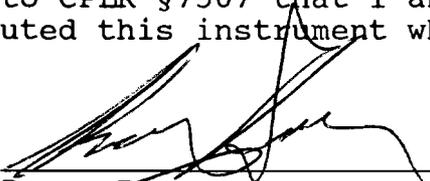
Terence M. O'Neil
Employer Panel

STATE OF NEW YORK:

SS:

COUNTY OF WESTCHESTER:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.


Barry Rona 9/9/93
Employee Panel Member

Dissenting to the denial of PBA proposals 3, 4, 6, 8, 9, 11, 12, 15 and 16; and the amendments to Articles 171(c), new 1(d) and 21.

STATE OF NEW YORK:

ss:

COUNTY OF NEW YORK:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

Theodore H. Lang 9/13/93
Theodore H. Lang, Chairman

STATE OF NEW YORK:

ss:

COUNTY OF NASSAU:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

Terence M. O'Neil
Employer Panel

signed originals w/ret'd

The parties

STATE OF NEW YORK:

ss:

COUNTY OF WESTCHESTER:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

Barry Rona
Employee Panel Member

STATE OF NEW YORK:

SS:

COUNTY OF NEW YORK:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

Theodore H. Lang
Theodore H. Lang, Chairman

9/13/93

STATE OF NEW YORK:

SS:

COUNTY OF NASSAU:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

Concur on all of Award except dissent on:
PBA Proposals 5 (Life Ins); 13 (Dental Ins.); 14 (Longevity); 2 (Wages); 10 (Starting Salary).

Terence M. O'Neil

Terence M. O'Neil
Employer Panel

Florence A. Funk

FLORENCE A FUNK
Notary Public, State of New York
No. 30-4818126
Qualified in Nassau County
Commission Expires September 30, 1994

STATE OF NEW YORK:

SS:

COUNTY OF WESTCHESTER:

I hereby affirm pursuant to CPLR §7507 that I am the individual described in and who executed this instrument which is my Award.

Barry Rona
Employee Panel Member