

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between
VILLAGE OF SARANAC LAKE
(Police Department),
Employer
-and-
UNITED FEDERATION OF POLICE, INC.
Union.

OPINION
AND
AWARD
PERB
CASE NO.
IA92-022;
M92-222

Before Public Arbitration Panel Members:

Michael S. Lewandowski, Public Panel Member and
Chair.

Paul Baktari, Public Employer Panel Member.

Anthony Solfaro, Employee Organization Panel
Member.

Appearances:

For the Village: J. Patrick Fitzgerald

For the Union: Kenneth Franzblau, Esq.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

On October 16, 1992, the United Federation of Police ("Union") filed for arbitration after failing to reach agreement on a successor Agreement to the Collective Bargaining Agreement the Union had with the Village of Saranac Lake ("Village") which expired on May 31, 1992.

In accordance with Section 209.4 of the Civil Service Law, the undersigned were designated Public Arbitration Panel members by letter dated November 23, 1992 from the New York State Public Employment Relations Board. The panel met and

conducted a hearing in the Village of Saranac Lake on January 13, 1993. The parties were afforded a full opportunity to present relevant evidence in support of their positions. Each presented witnesses for examination and cross-examination and documentary evidence. The Public Arbitration Panel met in executive session on January 27, 1993 in Lake George, New York and on February 18, 1993 in Canton, New York. The content of this opinion and award reflects the results of consideration of the evidence presented and the majority vote of the panel members on an issue by issue basis.

The evidence presented by the parties was considered against the criteria set forth in the Law including but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interests and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazard, educational qualifications, training and skills and the terms of collective agreements negotiated between the parties in the past providing the compensation and fringe benefit package that currently exists for the bargaining unit members.

During the course of their presentations to the arbitration panel, both the Union and the Village used the

municipalities of Lake Placid, Tupper Lake and Malone as comparable entities to support the arguments they put forth. Those particular municipalities were considered by the arbitration panel along with the other data presented concerning comparable police departments.

ISSUES

ARTICLE VIII, DISCIPLINARY ACTION. During the course of the arbitration, the Union withdrew it's demand to add a new section to this article which would have added a "Command Discipline" procedure.

The Union seeks to modify Article VIII, Discipline, to allow officers facing disciplinary action the right to maintain all the rights that they would have under Section 75 of the New York Civil Service Law in those instances where such officers opt to elect to challenge the proposed discipline via arbitration. Additionally, the Union seeks to amend the language of the Agreement to eliminate the requirement to file a written waiver of all rights under Section 75 of the New York Civil Service Law when an officer seeks to use arbitration to resolve his/her dispute.

Under the current terms of the Agreement, officers facing disciplinary action may choose to appeal the proposed discipline via Section 75 of the New York Civil Service Law

or via arbitration. The outcome of an appeal submitted to arbitration is binding on both the Union and the Village. The outcome of an appeal to a Section 75 Hearing Officer is recommendatory and therefore does not require the Village to comply with the recommendations of the hearing officer. Officers may prefer to appeal using a forum that binds the Village to accept the results (arbitration) especially if the finding either dismisses the charges made against them or reduces the penalty proposed. While the current language does offer the Officer a choice between binding arbitration and the recommendatory Section 75, only the process detailed in Section 75 limits the time an officer may be suspended without pay to 30 days. Thus an officer facing charges is faced with choosing between a process he/she may view as fair because it is binding and a process that is not viewed as fair but guarantees a limit to the amount of pay lost pending the outcome of an appeal. The proposed change would not force such a choice.

A review of the disciplinary processes contained in the collective bargaining agreements covering officers in Malone, Lake Placid and Tupper Lake reveals the no officer in these comparable forces provide the right to choose a disciplinary review procedure. The norm is that officers are afforded the right to appeal to arbitration if they feel that the discipline is unjust. The right that the Union seeks; specifically to offer Section 75 rights to officers who

choose to appeal their case to arbitration does not exist in the comparable communities.

FINDING: On this proposal the majority of the arbitration panel votes not to change the language that presently exists. A finding that the proposal should be accepted could only be viewed as giving these officers far greater rights in the disciplinary process than those that currently exist in peer organizations and although the parties may agree to do so during the course of any negotiations the arbitration panel must use the criteria set forth in the Taylor Law to reach a position. Additionally, the Union provided no compelling evidence at the arbitration hearing that the existing system must be changed.

ARTICLE X, WORK SCHEDULES. The Village proposes that all officers be required to work a rotating shift. The Village asserts that rotating the work schedule of each officer will provide the Village with better trained officers in that each officer will have exposure to the type of police activity that is unique to each shift.

FINDING: The majority of the arbitration panel found that this proposal should be rejected. The Village provided no evidence that the change in shift schedules were necessary to provide effective police service to the community. Comparing the amount of disruption the rotating schedules would impose

upon the officers lives off the job against the lack of a verifiable need of the Village to effect the change, the majority of the panel found that the proposal could not be supported.

ARTICLE XI, LENGTH OF TOURS, SECTION 1. The Village proposed increasing the length of the work tour by reducing the paid lunch period from 1 hour to 1/2 hour. The Village offered rationale but no evidence in support of this proposal. They maintain that by reducing the lunch hour, the officers will be "on the street" for a greater portion of their 8 hour shift. No evidence to provide specific justification of need to make the change was presented.

FINDING: The majority of the arbitration panel found that this proposal should not be accepted. Evidence to support the imposition of this change was not provided to the panel and therefore a majority of the panel found that the Village had not proven its assertion that a change is needed regarding this issue.

ARTICLE XII, PAYMENT FOR TIME WORKED.

SECTION 7. The Village proposes amending the Agreement to allow for paychecks to be issued every two weeks instead of the current weekly pay system. Pay checks would be issued by

the end of the officer's scheduled tour every other Friday. The Village provided testimony that every other union in the Village accepted the bi-weekly pay system and therefore the rejection of this proposal would impose a significant administrative cost on the Village. The Union opposes this change but provided no specified reason to do so except for a statement of the concern for the general financial impact on it's members.

FINDING: A majority of the arbitration panel found that this proposal should be accepted. It is important to note that the acceptance of this proposal is contingent upon the proper implementation of the change to a bi-weekly pay system. The change must be made in such a fashion so as to assure that the compensation of the officer is not changed by the change in pay dates. The total amount of dollars paid to an officer for services performed should not change as a result of this change. The only thing that should change is when he/she receives the money.

The new Agreement should contain the language proposed by the Village and language that essentially states that the new language will not otherwise result in a change in the compensation paid officers.

SECTION 8. The Union proposes changing this section to provide for the payment of overtime in cash after 8 hours of

work as opposed to the current language which provides for the payment of overtime after 43 hours of work in a given workweek. The Union further proposes allowing the officers to accrue up to 80 hours of compensatory time to be used as time off at times mutually agreeable between the officer and the Chief of Police.

The Village opposes paying overtime after 8 hours in a day as opposed to the current formula on the basis of the increased costs associated with such a change.

FINDING: The majority of the arbitration panel found that the Union's proposal should be incorporated into the new Agreement. The Village did not present evidence which would allow the panel to find that the Village is not able to fund the cost increase associated with this provision. Additionally, a review of the Lake Placid, Malone and Tupper Lake Police Agreements reveals that all 3 of those Agreements provide officers with overtime payments that commence after the conclusion of the work day as opposed to the end of the workweek. Such evidence supports acceptance of the Union's proposal.

Additionally, a majority of the arbitration panel found that the Union's proposal to add language that would establish an accrual of 80 hours of compensatory time should be rejected. The comparison of the Agreements referred to above reveals

that they lack language that establishes a specific figure for compensatory overtime accruals. Thus the evidence that is found to support the change to an "8 hour formula" is lacking on this aspect of the issue. It must also be noted that because officers will be receiving overtime pay after 8 hours of work they will be not be accruing compensatory time for overtime worked after the commencement of the change.

SECTION 9. The Union proposes changing this section to increase the compensation for the payment of the "A" and "C" tour shift differentials and to provide for payment of the shift differential to officers who are not on duty. Additionally, the proposal calls for the payment of the differential every pay period as opposed to the lump sum payment found in the current Agreement.

The Village opposes these proposals citing cost impact.

FINDING: The majority of the arbitration panel found that these proposals should be rejected. Evidence presented by the Union in the form of comparable Agreements does not support their proposal. In fact, the Agreement submitted for Tupper Lake contains provisions for lower shift differentials than currently exist in the Saranac Lake Agreement.

ARTICLE XIV, HOLIDAYS.

SECTION 1. The Village proposes language that modifies this section to read as follows: "In lieu of Holiday time, all employees shall receive a three day pass every fourth week."

The current language provides for holidays by stating the minimum number of days off an officer gets and by providing the officers with a three day pass every third week. The Village seeks increased patrol coverage by its proposal.

The Union opposes this proposal and offers one of its own which would , in effect, increase the number of days an officer gets off each year by providing him/her with five additional "lieu days/chart days." These days would be taken off at times mutually agreeable to the officer and the Chief of Police. In the event mutually agreeable time off could not be found, the officer would be paid for these days.

FINDINGS: The majority of the arbitration panel found that both proposals should be rejected. Compelling evidence was not presented by either party to support the need for change. The evidence submitted in the form of comparable Agreements is inconclusive to support the positions of the parties seeking change.

ARTICLE XV, VACATIONS.

SECTION 1. The Union proposes deleting the language that differentiates between officers hired before and after October 17, 1986. The Village proposes language that would reduce the amount of vacation time offered all officers.

SECTION 5. The Union proposes deleting this section. The net effect of the deletion is to remove the requirement that the officer must submit a written request for leave and that request must be responded to in a timely fashion.

FINDINGS: The majority of the arbitration panel found that none of the proposals should be accepted. Insufficient evidence of need or evidence of comparable benefit in other Agreements was presented to compel the panel to accept the changes proposed.

ARTICLE XVI, SICK LEAVE.

SECTION 2. The Village proposes reducing the amount of sick leave provided by this section to one day per month and reducing the total accumulation from 165 days to 40 days per year.

SECTION 9. The Village also proposes language that would

eliminate the accumulation of sick leave while an officer is out on sick leave.

FINDINGS: The majority of the arbitration panel found that these proposals should not be accepted. The Village provided no evidence to support a need for change in the existing benefit. No specific operational data or comparable benefit data was provided to the panel as an offer of proof to support the Village's position.

SECTION 2. The Union proposed increasing the number of days of sick leave an officer can accumulate from 165 days to 180. The Union additionally proposes deleting the language in Section 2 which restricts the actual days an officer can use in a year to 120.

FINDINGS: The majority of the arbitration panel found that compelling evidence was not presented to support increasing the days of accumulation to 180, therefore this proposal should be rejected.

A review of comparable data submitted to the panel reveals that there is evidence to support the elimination of the 120 day per year restriction in use. No other Agreement contains such a restriction. The Union argued that the restriction in effect deprives an employee with a serious illness who has faithfully accumulated sick leave from income just when

he/she needs it most. The majority of the arbitration panel accepts the Union's proposal to delete the sentence which restricts the use of sick leave to 120 days in a year.

NEW SECTION. The Union proposes a new section which requires the Village to pay for 25% of an officer's accumulated sick leave at time of retirement. The data provided by the Union shows that agreements in Malone and Ogdensburg provide a payment for 1/2 the cash value of sick leave. Tupper Lake and Canton provide their officers with a payment for 25% of the cash value of their sick leave. Canton restricts the payment to 45 days. Massena provides for a payment of \$100 per day for up to 100 days of sick leave accumulated at time of retirement.

The Village argues that this proposal represents a new obligation of \$18,228.68 for the Village. An obligation they cannot afford. On cross-examination during the hearing the Village representative did state that only 2 officers are eligible to retire within the next 2 years, therefore the cost of this item over the term of the new Agreement is significantly lower.

FINDING: Considering the comparable Agreement data and the data presented concerning the Village's ability to pay the benefit, the majority of the arbitration panel finds that the proposal should be accepted. The language incorporating this

proposal into the Agreement should plainly state that this benefit is only payable upon retirement and not when an officer resigns, is dismissed from service or leaves the employ of the Village for any reason other than retirement.

NEW SECTION. The Union proposes that language should be added to count sick leave as time worked for overtime purposes. The Village estimates that agreeing to this proposal would cost approximately \$3050.00 and thus the Village opposes the proposal.

The evidence presented by the Union is insufficient to support the Proposal. No clear evidence in the form of a comparable benefit provided to other police units so as to indicate that the Saranac Lake unit is deprived of the norm is found. The majority of the arbitration panel finds that this proposal should be rejected.

ARTICLE XVII, PERSONAL LEAVE.

SECTION 1. The Union proposes that the number of personal leave days be increased from 3 to 5.

The arbitration panel considered this proposal against the backdrop of all of the leave provided by the Village when compared to the total leave package provided police officers

in comparable municipalities and against the backdrop of all of the leave demands made by both parties in the instant dispute. At this point several demands to increase and decrease sick leave and vacation leave have been made. The evidence presented shows that when compared to other municipalities, Saranac Lake provides three personal leave days while most others provide more. Saranac Lake provides, on average, one more Holiday than the other employers but the Village provides no separate category of Bereavement leave opting instead to allow employees to charge sick leave for Bereavement. The finding of the panel on this matter is also influenced by the finding of the panel on the Bereavement Leave proposal.

FINDING: The majority of the arbitration panel found that the Union's proposal to increase the number of personal leave days to 5 per year should be accepted. The data provided by the Union concerning similar benefit levels provided to comparable employees by comparable employers supports this finding.

ARTICLE XXI, WAGES, OCCUPATION, CLASSIFICATION, INCREMENTS.

SECTION 1.

The parties provided a significant amount of evidence in the form of testimony and documentary evidence with regard to their positions on this article.

The Union presented Edward Fennel who is a consultant in the area of government finance and collective bargaining. He stated that after review of the Village of Saranac Lake's official financial documents including the budget submitted to the State Comptroller's office he made the following assessments.

The Village's tax rate is high but it is made up of three components; Village tax; School tax and Town tax. The majority of concern with regard to overall tax rate within the community is attributable to the School tax. The Village is currently at 10.9% of their debt limit. He indicated that this does not mean that the Village should be willing to go into debt to fund the Agreement at issue but percentage of debt limit is used as a fiscal indicator. Mr. Fennel stated that the total fund equity in the General Fund for the fiscal year ended 05/31/92 was \$811,444. He stated that he viewed the equity figure as high. Unappropriated surplus as of that date amounted to \$83,703. The relative cost of funding a one percent raise in Police salary and wage has the effect of increasing the 1992-1993 Tax Levy and General fund Budget .24% and .16% respectively. The Village currently has a margin of 17.5% of its constitutional real estate tax limit.

For fiscal year 1992, actual revenues were \$47,090 greater than the Village had budgeted; taxes were \$1020 greater than

expected and expenses were \$92,117 less than budgeted. The end of the fiscal year fund equity balance was \$140,277 greater than was budgeted.

He concludes that the Village has the ability to pay for a salary increase of consisting of those "normally" awarded by arbitration panels, retroactive to the date of expiration of the agreement.

The Union provided additional data on the salaries paid to 7 other north country police departments. The data provided shows that the top salary paid to Saranac Lake officers is between \$2362 and \$9765 below the top salaries paid to officers in the other departments. No other department paid their officers less than Saranac Lake. This data included the municipalities of Lake Placid, Malone and Tupper Lake. The Village stated during the hearing that they saw these municipalities as comparable to Saranac Lake.

The Village asserts that the only form of revenue it receives is from real property taxes. the Village is currently at 85% of its legal tax limit and is facing a steady decline in population. Additionally, the Village has recently settled a contract negotiations with the service employees which calls for a 2.2% salary increase.

The Village saw a \$100,000 reduction in State aid~~e~~ and

expects to see continued decline. In May of 1994, the Village must close the landfill. Estimates of the cost of closing the landfill are \$1,930,000. Additionally, it will cost the Village \$31,000 annually to monitor the landfill for the next thirty years.

An additional project, which may be imposed on the Village is the construction of a water purification plant. Construction would cost approximately 2 million dollars. The Village also foresees the need to build a new police station. This would cost at least an additional three hundred thousand dollars.

In summary, the Village asserts that it does not have the resources to fund a large increase in salaries for police.

FINDING: A majority of the arbitration panel, after considering the data presented for comparable positions and the Villages ability to pay, found that the following salary increases are supported by the evidence presented by the parties.

YEAR ONE

Effective 6/1/92; each step on the salary schedules is to be increased by 3% with exception of the top step which will be increased by 5% above the previous growth rate for that step

which was one and one-half percent. Effective 12/1/92; each step on the salary schedules is to be increased by 2%. This formula allows for a one-time adjustment in the first year of the Agreement to the top steps of both the officer and sergeant pay schedules. The majority of the panel felt that the salaries paid to officers at the top of the schedules significantly fall behind the comparison groups. This increase will significantly improve the top step of the salary schedules but because of the lower increases paid to officers who are not at the top and because all the officers will see a payment that is delayed from one that would be retroactive to 6/1/92, the total increase in base salary paid by the Village in the first year of the Agreement will be approximately 5.6% of base salaries listed in Village Exhibit 20.

YEAR TWO

Effective 6/1/93; each step on the salary schedules is to be increased by 3%. Effective 12/1/93; each step on the salary schedules is to be increased by 2%. The net effect of the above is that the actual base salary paid in the second year of the agreement will increase by 4%.

A new salary schedule to replace Appendix "A" of the expired

Agreement is attached to this opinion and award.

SECTION 2. The Union proposed amending this section to increase the increment from \$100 for each year of service to \$250. The Village proposed to change the language to retain the existing level of payment but to make the payment a lump sum payment instead of a part of base salary.

FINDING: A majority of the arbitration panel voted to reject both proposals.

SECTION 3. The Union proposed to delete section 3 from the Agreement. This language is a one time correction of a situation that existed in the department in the past.

FINDING: A majority of the arbitration panel found that this proposal should be accepted.

ARTICLE XIII, HEALTH INSURANCE.

SECTION 1. The Village proposes that the language be amended to allow the Village to select the insurance carrier.

There was considerable discussion by the panel about the need to allow the Village to reduce the cost of insurance by being allowed to select a carrier provided that the resultant change in carrier does not diminish the benefit provided. The majority of the panel found that the Village should have

the opportunity to save money in this area if the officers could be guaranteed that a change in carrier would not result in a negative change in benefits provided. The finding of the majority of the panel reflects a balance between potential savings to the Village and guarantees that the benefit will not be diminished.

FINDING: The majority of the panel found that the Village's proposal should be accepted effective 9/1/93, provided that the proposal is amended to include language that would allow the Union to appeal to expedited binding arbitration via panels administered by the American Arbitration Association prior to the Village effecting such a change in carrier, if the Union deems that the carrier selected by the Village would provide an insurance plan that offers diminished health care benefits. Specifically, the Union must be provided at least 30 calendar days written notice of the Village's intent to change carriers and the Union, with written notice to the Village within 30 calendar days, must be allowed to by-pass the grievance procedure and submit the issues to the American Arbitration Association, Labor Panel for review against the following criteria. The proposed carrier must be an insurance company licensed to do business in New York State; must provide the same benefits (including prescription drug coverage as it now exists) in all respects; the geographic areas of acceptability shall be the same in all respects and the participating providers shall be provided when possible.

It is recognized that the participating providers may change to some degree if a change in carrier occurs however the Village is to make its best efforts to provide an equal number of providers in the same medical specialty as exists in the current plan.

SECTION 7. The Village proposes language that would reduce the benefit by offering health insurance premium payments equal only to the cost of individual coverage. The officer would bear the cost of the difference between individual and family coverage. The Union proposes deleting Section 7 thus removing the only language that requires any employee to contribute to the cost of health insurance premiums.

The Village assesses the cost of agreeing to the Union's proposal at \$21,312 in the first year of the Agreement. That figure would rise as premiums increase.

A review of the health insurance programs provided by other comparable municipalities is inconclusive. While all the Agreements reviewed provide some level of family coverage and thus support rejection of the Village's proposal the same data shows that comparable employers do not always pay the full cost of family coverage and thus the data supports the rejection of the Union's proposal.

FINDING: The majority of the arbitration panel voted to

reject both the proposal made by the Village and the proposal made by the Union.

ARTICLE XXIV, PENSION. The Union offers a proposal that effective June 1, 1992, a new section should be added to allow officer participation in an additional benefit known as the 1/60th computation which would increase pension entitlements after 20 years of service.

FINDING: The majority of the arbitration panel rejected this proposal.

ARTICLE XXV. PHYSICALS. The Union proposes replacing the language that allows \$50 for annual physicals with language that requires the Village to pay the entire cost of an annual physical. The Union notes that the amount allowed for physicals has not been increased in 8 years and is now inadequate.

FINDING: A majority of the panel finds that the current language should be changed effective 6/1/93 to increase the amount provided towards annual physicals to a maximum of \$150.

ARTICLE XXVI, DEATH IN FAMILY. The Union proposes that the article be amended to provide for up to 3 days of bereavement leave to be used without charge to sick leave credits. Such leave would be subject to verification of need.

FINDING: The majority of the arbitration panel finds that this proposal must be rejected. The proposal would establish a new category of leave and is not supported by the evidence. This leave must be taken in context with the other leave provided to officers by the Village. It is also proper to consider that by virtue of this arbitration award the officers will see an increase in personal leave days.

ARTICLE XXVII, UNIFORMS.

The Union proposes changing this article to increase the benefit provided for uniform maintenance and replacement from \$375 to \$500.

The Village proposes restructuring this article to shift the cost of uniform dry cleaning and maintenance to the officer.

FINDING: The majority of the panel found that the article should remain as written with the exception of increasing the allowance referred to in Section 2 from \$375 to \$400. the majority of the panel also voted to recommend that the

parties explore a quarter master system of uniform distribution (after the initial issue) as a means of reducing uniform costs.

MISCELLANEOUS.

The parties stipulated prior to the commencement of the hearing that the term of the Agreement under review by the arbitration panel shall be for 2 years.

The parties also stipulated that the reference to the "New York State Mediation Board" contained in ARTICLE IX, GRIEVANCE AND ARBITRATION, should be changed to read the "New York State Public Employment Relations Board."

The above finding were made by a majority vote of the members of the arbitration panel after a careful and thorough review of the evidence provided by the parties.

Affirmation

(STATE OF NEW YORK)
) ss.:
COUNTY OF SARATOGA)

I, MICHAEL S. LEWANDOWSKI, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

4/11/93
Date

Michael S. Lewandowski
MICHAEL S. LEWANDOWSKI

I, PAUL BAKTARI, do hereby affirm that I am the individual described in and who executed this instrument, which is my award, with the exception of those items for which I provide a dissenting opinion, if any.

4/18/93
Date

Paul Baktari
PAUL BAKTARI
Please include my dissenting opinions

I, ANTHONY SOLFARO, do hereby affirm that I am the individual described in and who executed this instrument, which is my award, with the exception of those items for which I provide a dissenting opinion, if any.

4/5/93
Date

Anthony V. Solfaro
ANTHONY SOLFARO

I DISSERT IN THE FOLLOWING AREAS:

- ARTICLE VIII - DISCIPLINARY ACTION*
- ARTICLE XII - PAYMENT FOR TIME WORKED*
SECTION 7, SECTION 8 (b) AND SECTION 9
- ARTICLE XIV - HOLIDAYS*
SECTION 1 (4)
- ARTICLE XV - VACATIONS*
SECTION 1 AND SECTION 5
- ARTICLE XVI - SICK LEAVE*
SECTION 2 ON ACCUMULATION TO 180 DAYS
AND SECTION 2 ON SICK LEAVE TO BE CREDITED AS TIME WORKED
FOR THE PURPOSE OF PAYING OVERTIME.
- ARTICLE XXI - WAGE, OCCUPATION, CLASSIFICATION, INCENTIVES*
SECTION 2
- ARTICLE XXIII - HEALTH INSURANCE*
SECTION 7
- ARTICLE XXIV - PENSION*

APPENDIX "A"

POLICE OFFICER

Years of Service	6/1/92	12/1/92	6/1/93	12/1/93
Starting Step 1	\$18,671.00	\$19,044.00	\$19,615.00	\$20,007.00
1 Year Step 2	\$19,231.00	\$19,615.00	\$20,203.00	\$20,608.00
2 Years Step 3	\$19,519.00	\$19,909.00	\$20,506.00	\$20,916.00
3 Years Step 4	\$19,812.00	\$20,208.00	\$20,814.00	\$21,230.00
4 Years Step 5	\$20,109.00	\$20,511.00	\$21,126.00	\$21,548.00
5 Years Step 6	\$20,411.00	\$20,819.00	\$21,443.00	\$21,871.00
6 Years Step 7	\$20,717.00	\$21,131.00	\$21,765.00	\$22,199.00
7 Years Step 8	\$21,753.00	\$22,188.00	\$22,853.00	\$23,310.00

SERGEANT

Years of Service	6/1/92	12/1/92	6/1/93	12/1/93
Starting Step 1	\$23,025.00	\$23,486.00	\$24,191.00	\$24,675.00
1 Year Step 2	\$23,716.00	\$24,191.00	\$24,917.00	\$25,415.00
2 Years Step 3	\$24,427.00	\$24,917.00	\$25,665.00	\$26,177.00
3 Years Step 4	\$25,160.00	\$25,665.00	\$26,435.00	\$26,962.00
4 Years Step 5	\$26,795.00	\$27,333.00	\$28,153.00	\$28,715.00

April 1, 1993

Dear Mr. Lewandowski:

After reviewing the draft arbitration decision that you sent us, I have the following distending opinions:

Article XVI, the issue concerning the reduction of sick time from one and a half day a month to one day a month, the other union dealing with the Village employees has conceded to this issue. The difference will make a significant deviation in sick time benefits offered to various Village employees, and will create different community standards. Currently, with the large number of days off granted to the officers, the potential liability for payment of overtime to cover sick time will be very costly.

Furthermore, the added section that grants pay for 25 percent of this sick leave at retirement creates a great burden to the tax payers. I strongly believe that paying for any amount of sick time that can be cashed at retirement is a financial burden to the Village. Sick leave should not be considered as a cash benefit. Sick time should be used for financially supporting employees who become ill, and not to be accumulated for payment at the time of retirement. Moreover, the statement is unclear on situations when officers resign. It would be disastrous if the Village had to pay accumulated sick leave benefits upon resignations.

Article XXI, I am confused as to the interpretation of the "top step". Does it only apply to the Sergeants top step, or does it also refer to the police officer's top step? This increase would effectively give these individuals a 7% increase over the 1992-93 year, and since there are several officers who have reached the top step, this percentage increase will be very costly to the Village. Also, I disagree with the statement that the village will be spared any cost of retroactive social security, benefit fund, or overtime pay adjustments. In accordance with Section 778 of the Fair Labor Standards Act, pay adjustments must be made on all time worked. The Village cannot pay only on straight time.

Article XIII, the statement pertaining to a change in the health insurance carrier for the Village is too restrictive. It shows a real lack of trust in the administration of the Village. Also, the insurance contract date is September 1, 1993, not June 1, 1993.

Article XXV, the amount that the majority of arbitrators decided on is above the amount of deductible allowed under the health insurance policy. The amount of money allocated should cover out-of-pocket expenditures relating to the annual physical costs. It is likely, under the present proposal, to pay more to the officers than they spend. I believe that it is unfair for the Village to have to pay an amount greater than the physical examination costs. I would argue that, upon presentation of a statement of the balance owed after payment by the Village's insurance carrier, the Village should pay up to \$150.00 for a physical examination.

Finally, I had a schedule of pay raises made. I would appreciate if you can review it and see if my calculations are correct. It was enjoyable working with you. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Paul Baktari". The signature is written in a cursive style with a large, stylized initial "P".

Paul Baktari