

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

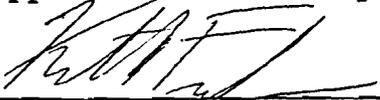
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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In The Matter of Compulsory Interest :
Arbitration between :
: **CONCILIATION**
NORTH TARRYTOWN POLICE BENEVOLENT :
ASSOCIATION :
: CASE NO.: IA95-003
Petitioner, :
-and- :
VILLAGE OF NORTH TARRYTOWN, :
Respondent. :
: X
_____ X

AWARD OF PUBLIC ARBITRATION PANEL

1. The existing collective bargaining agreement is extended for a two year term June 1, 1994 to May 31, 1996 except as otherwise provided as follows.
 2. Effective June 1, 1994 the salary schedules in effect on May 31, 1994 provided at Article III shall be increased by 4% across the board.
 3. Effective June 1, 1995 the salary schedule in effect on May 31, 1995 provided at Article III shall be increased by 5% across the board.
 4. Effective June 1, 1995 the Village contribution to the Welfare Fund provided in Article X shall be increased to \$860.00 per year.
 5. The General Municipal Law Section 207-c Procedure attached hereto shall be added to the collective bargaining agreement and apply to GML Section 207-c matters.
 6. The parties shall enter into a revised complete collective bargaining agreement incorporating the matters provided above and deleting contractual terms thereby rendered no longer necessary.
- The pending improper practice charge shall be withdrawn by the parties.

The foregoing constitutes a resolution of the issues submitted by the parties to the panel and is in conformance with the applicable statutory criteria.



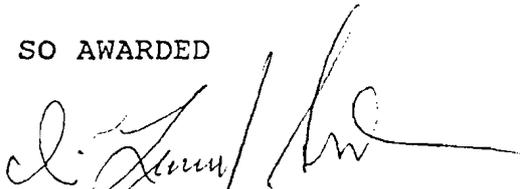
Kenneth Franzblau, Esq.
For the Union



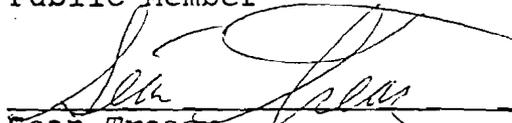
John F. O'Reilly, Esq.
For the Village

DATED: NORTH TARRYTOWN, NEW YORK
DECEMBER 1, 1995

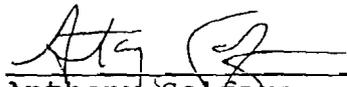
SO AWARDED



I. Leonard Seiler
Public Member



Sean Treacy
Employer Representative



Anthony Sofaro
Union Representative

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[Signature]
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GML Section 207-c Procedure

Section 1

A member shall notify the Officer on Duty as soon as possible of any injury in the performance of his duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. In an emergency, an authorized representative of the member may provide the required notice.

Section 2

An application for GML 207-c benefits for a member of the Department may be made by the member, the Police Chief, the Police Chief's designee, or some other person acting on behalf of and authorized by such member.

Section 3

An application shall be deemed "untimely" unless it is received by the Village Administrator within ten (10) Village business days after the date of the disabling injury or sickness or within ten (10) Village business days after the member discovers, or should have discovered, the disabling injury or sickness. The Village Administrator may, in his/her discretion, excuse the failure to file the application within the ten Village business day period upon a showing of good cause.

In the absence of the Village Administrator, the application shall be filed with the designee of the Village Administrator.

Section 4

The application must be made in writing on the form provided by the Village Administrator. A sample copy of the form is attached to this procedure.

Section 5

In order for an applicant's eligibility for benefits under GML section 207-c to be made, an applicant may be required to: (1) attend and give testimony at reasonable times and upon reasonable notice; (2) submit to medical examinations; (3) sign forms for release of medical information with respect to the applicant; and (4) produce all books, papers, documents and other records pertaining to such injury. The information and examinations required under this procedure shall pertain to the claim of injury or illness made by the employee in the

application. The applicant may submit whatever other information he or she believes is relevant to the determination of the employee's entitlement to the GML 207-c benefits.

Section 6

Pending the determination of an application, time off taken by the applicant and alleged to be attributable to the injury or sickness which gave rise to the claim of disability shall be charged to sick leave.

Section 7

The Village Administrator shall render a written decision on the application for benefits within a reasonable period of time after receipt of all necessary information as indicated in section 5 above. A copy of the decision shall be mailed by certified mail, return receipt requested to the applicant at the address specified in the application and to the Union or other representative designated by the applicant. The decision may be served by personal delivery of a copy of the decision to the applicant in place of the certified mailing.

Section 8

If the decision is that the applicant is eligible for benefits under GML 207-c, then the applicant shall be so categorized and pursuant thereto shall have, retroactively, his status changed from sick leave to injury leave.

Section 9

If the decision of the Village Administrator is that the applicant is not eligible for such injury leave benefits, then at any time within ten (10) Village business days of receipt of the decision, the applicant or his representative may serve a written demand by certified mail, return receipt requested on the Village Mayor for a hearing and further evaluation of the application. The demand for a hearing may be served by personal delivery of a copy of same on the Mayor in place of the certified mailing. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application and a hearing is needed. Pending determination of the appeal, the employee shall continue on sick leave.

~~Section 10~~

~~The hearing shall be conducted before the Village Mayor. The applicant and the Village shall be provided a full and fair opportunity to present evidence and argument in support of their~~

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~~respective positions and to confront the evidence presented by the other. The rules of evidence shall not be strictly adhered to. A stenographic record of the hearing may be taken at the request of either party, in which case the cost of the record shall be shared equally by the applicant and the Village.~~

~~After the close of the hearing, including the submission of any post-hearing memoranda, the Village Mayor shall make a final and binding decision on the employee's application for GML 207-c benefits within thirty (30) Village business days, setting forth the basis of the decision. A copy of the decision shall be mailed by certified mail, return receipt requested to the applicant at the address specified in the application and to the Union or other representative designated by the applicant. The decision may be served by personal delivery of a copy of the decision to the applicant in place of the certified mailing.~~

~~The decision by the Village Mayor shall be subject to review only as provided in Article 78 of the CPLR.~~

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~~Section 10~~

~~In connection with the proceedings herein, a hearing officer shall be appointed by the Village Mayor and Board of Trustees. The hearing officer shall conduct a hearing on the application and shall provide the applicant and the Village a full and fair opportunity to present evidence and argument in support of their respective positions and to confront the evidence presented by the other. The rules of evidence shall not be strictly adhered to. A stenographic record of the hearing may be taken at the request of either party, in which case the cost of the record shall be shared equally by the applicant and the Village. Any fees or expenses charged by the hearing officer shall be ~~shared~~ paid by ~~equally by the applicant and the Village.~~~~

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~~After the close of the hearing, including the submission of any post-hearing memoranda, the hearing officer shall submit his recommendations to the Village Mayor within thirty (30) days setting forth the basis of such recommendation. A copy of the recommendation shall be mailed to the applicant and his representative, if any. The Village Mayor shall make a final and binding decision on the employee's application for GML 207-c benefits within ten (10) Village business days of receipt of the recommendation, setting forth the basis of the decision. A copy of the decision shall be mailed by certified mail, return receipt requested to the applicant at the address specified in the application and to the Union or other representative designated by the applicant. The decision may be served by personal delivery of a copy of the decision to the applicant in place of the certified mailing.~~

~~The decision by the Village Mayor shall be subject to review only as provided in Article 78 of the CPLR.~~

REVIEW OF DISABILITY

Section 11

An individual who is receiving benefits under GML 207-c shall immediately notify the Village Administrator of a change in condition which enables him to return to regular duty or renders him available for light duty assignment. Failure to so notify the Village Administrator shall constitute grounds for terminating benefits under GML 207-c and/or for disciplinary action.

Section 12

An employee who is receiving the benefits of GML 207-c shall be required to submit to such medical, surgical, examinations or other treatments pertaining to his disabling injury or illness as may be determined by the Village based on consultation with appropriate medical personnel. Failure to submit to such direction regarding medical examination or treatment shall constitute grounds for terminating benefits under GML 207-c.

Section 13

When in the opinion of the individual's own doctor, or a physician appointed for that purpose by the Village, that a member on injury leave is able to perform light duty, the Village Administrator may direct the member to report for such available light duty as determined by the Police Chief at a specified date and time by the Village Administrator mailing to the member a notice directing the member to report for light duty at the address provided in the application. A copy of the notice shall be mailed by certified mail, return receipt requested to the employee at the address specified in the application and to the Union or other representative designated by the employee. The employee may be served by personal delivery of a copy of the notice to the employee in place of the certified mailing.

A listing of the general types of light duty which may be performed by an employee is attached hereto and made a part hereof.

Section 14

If an individual receiving GML 207-c benefits refuses or fails to appear for available light duty assignment, contrary to the direction described above in section 13, payment of the full amount of his regular salary or wages shall be discontinued as of the date specified in said direction for the individual to return to work.

Section 15

If the Village Administrator finds reasonable grounds to believe that a recipient of GML 207-c benefits is no longer or was never eligible for GML 207-c benefits, the Village Administrator shall notify the recipient of the intention to terminate said benefits, the reasons therefor and the effective date of the termination of GML 207-c benefits. The notice of termination shall be mailed by certified mail, return receipt requested to the employee at the address on file in the Police Department and to the Union or other representative designated by the employee. The employee may be served by personal delivery of a copy of the notice to the employee in place of the certified mailing.

Nothing contained herein shall be construed to limit or constitute a waiver of the Village's right to seek redress, by civil or criminal processes, for fraud and/or misrepresentation in the application for or maintaining continuing entitlement to the benefits provided by GML 207-c.

~~Section 16~~

~~If the individual disagrees with the decision to terminate GML 207-c benefits, he may serve upon the Village Mayor, within ten (10) Village business days after receipt of the Village Administrator's notice, a written appeal and demand for a hearing to review the determination, specifying the basis for the demand.~~

~~The hearing shall be conducted before the Village Mayor. The employee and the Village shall be provided a full and fair opportunity to present evidence and argument in support of their respective positions and to confront the evidence presented by the other. Upon such hearing, the Village shall have the burden of proof by a preponderance of the evidence that such individual is no longer or has never been eligible for GML 207-c benefits. The rules of evidence shall not be strictly adhered to. A stenographic record of the hearing may be taken at the request of either party, in which case the cost of the record shall be shared equally by the employee and the Village.~~

~~After the close of the hearing, including the submission of any post-hearing memoranda, the Village Mayor shall make a final and binding decision on the employee's entitlement to continue to receive the benefits of GML 207-c. A copy of the decision shall be mailed by certified mail, return receipt requested to the employee at the address on file in the Police Department and to the Union or other representative designated by the applicant. The employee may be served by personal delivery of a copy of the decision to the employee in place of the certified mailing.~~

~~The decision by the Village Mayor shall be subject to review~~

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~~only as provided in Article 78 of the CPLR.~~



Section 16

If the individual disagrees with the decision to terminate GML 207-c benefits, he may serve upon the Village Mayor, within ten (10) Village business days after receipt of the Village Administrator's notice, a written appeal and demand for a hearing to review the determination, specifying the basis for the demand.

In connection with the proceedings herein, a hearing officer shall be appointed by the Village Mayor and Board of Trustees. The hearing officer shall conduct a hearing on the application and shall provide the applicant and the Village a full and fair opportunity to present evidence and argument in support of their respective positions and to confront the evidence presented by the other. Upon such hearing, the Village shall have the burden of proof by a preponderance of the evidence that such individual is no longer or has never been eligible for GML 207-c benefits. The rules of evidence shall not be strictly adhered to. A stenographic record of the hearing may be taken at the request of either party, in which case the cost of the record shall be shared equally by the applicant and the Village. Any fees or expenses charged by the hearing officer shall be ~~shared equally~~ paid by ~~the applicant and the Village.~~

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After the close of the hearing, including the submission of any post-hearing memoranda, the hearing officer shall submit his recommendations to the Village Mayor within thirty (30) days setting forth the basis of such recommendation. A copy of the recommendation shall be mailed to the applicant and his representative, if any. The Village Mayor shall make a final and binding decision on the employee's application for GML 207-c benefits within ten (10) Village business days of receipt of the recommendation, setting forth the basis of the decision. A copy of the decision shall be mailed by certified mail, return receipt requested to the applicant at the address specified in the application and to the Union or other representative designated by the applicant. The decision may be served by personal delivery of a copy of the decision to the applicant in place of the certified mailing.

The decision by the Village Mayor shall be subject to review only as provided in Article 78 of the CPLR.

WORKING CONDITIONS

Section 17

An employee who is receiving the benefits of GML 207-c, whether unable to perform any duty or assigned to work light duty, shall not be eligible for or permitted to work overtime,

absent an emergency as declared by the Chief of Police.

Section 18

An employee who is working light duty while pursuant to GML 207-c shall not be allowed to switch work tours with another employee.

Section 19

An employee who is receiving the benefits of GML 207-c shall not engage in outside employment. Notwithstanding the foregoing, an employee who is working light duty or who is capable of performing but not assigned by the Police Chief to work light duty, may engage in outside employment consistent with the employee's ability to perform light duty in the Police Department. Any violation of this provision may be grounds for disciplinary action and/or termination of the employee's GML 207-c benefits.

Section 20

An employee who is receiving the benefits of GML 207-c and not able to work or who is working light duty shall continue to be provided the health insurance benefits and coverage the employee received at the time of his disabling injury or illness, in the same manner and form as is provided to active duty employees who are provided the same coverage.

Section 21

Any claim of violation, misapplication, or misinterpretation of the terms of this procedure shall not be subject to review under the contractual grievance arbitration procedure, but shall be subject to review only by judicial proceeding.

SAMPLE COPY

VILLAGE OF NORTH TARRYTOWN

POLICE DEPARTMENT

APPLICATION FOR GML SECTION 207-c
DISABILITY BENEFITS

Name of
Applicant: _____ Date: _____

Name of Party
Submitting Application: _____ Date: _____

I HEREBY APPLY FOR BENEFITS UNDER GML SECTION 207-c OF THE
GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING:

A) Injury Sustained In the Performance of Duty

(In the space provided or on additional sheets if necessary,
set forth to the best of your ability information about the
injury including the date, time and place where the injury
occurred; include the name and rank of other members who may have
witnessed the incident; a brief description of the nature and
extent of the injury; and list the name and address of medical
care providers (including hospitals) who may have treated you to-
date. Attach any available documents with information relevant
to the injury.)

B) Sickness As a Result of the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the sickness including the date, time and place where the sickness in performance of duty occurred; include the name and rank of other members who may have witnessed the incident; a brief description of the nature and extent of the sickness; list the name and address of medical care providers (including hospitals) who may have treated you to-date. Attach any available documents with information relevant to the sickness).

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant)

(Date)

-OR-

(Signature of Party Authorized
per Section 2 of Procedure)

(Date)

The decision on my application should be mailed to me at the following address:

and to my representative:

Application Received By:

(Signature of Person Authorized
To Receive Application)

(Date)

MEDICAL RECORDS RELEASE FORM

AUTHORIZATION TO RELEASE/PROVIDE INFORMATION

I, _____, hereby authorize any medical, osteopathic or chiropractic physician, hospital, clinic, rehabilitation facility, or other medical practitioner or provider who has or is or will be furnishing services to me, to release and/or provide medical information, including patient files, medical charts, physician notes, X-rays and other pertinent information relating to my medical and/or physical condition including history, treatment, diagnosis and prognosis, with respect to my claim of injury and/or illness as stated on the attached form, and to furnish such information in their possession to the Village of North Tarrytown.

This information is authorized to be released in order to determine if I am, have been and/or continue to be disabled from the performance of my duty as _____ in the Village of North Tarrytown Police Department as a result of an injury or illness incurred in the performance of duty. This authorization for release of such information is valid for the duration of the determination, and I agree that a photocopy of it is valid as the original.

New York State Law requires the following to appear on this form:

ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

I have read this authorization and acknowledge I or a person authorized by me will receive a copy of this release upon request.

Dated:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, before me personally came and appeared _____ to me known and known to me to be the individual described herein, who executed the foregoing instrument, and who duly acknowledged to me that he executed same.

Notary Public

GENERAL DESCRIPTION OF LIGHT DUTY

1. Files, updates and generally maintains criminal records;
2. Answers telephones and records messages;
3. Receives, sorts, indexes and files a variety of materials;
4. Operates radio communication system;
5. Operates a variety of standard office equipment;
6. Codes and classifies police reports and blotter entries via computer equipment;
7. Operates computer equipment to send and retrieve messages on motor vehicle and criminal data;
8. Prepares routine statistical reports;
9. Issues bicycle licenses, vendor permits and other forms of licenses typically issued by the Police Department;
10. Types letters, memos, reports and other correspondence;
11. May handle, catalogue and store evidence;
12. May correspond with insurance companies regarding requests for accident reports and other documents maintained by the Police Department;
13. May do fingerprinting and generally classify fingerprints;
14. Perform duties commonly associated with the functions of a Desk Officer;
15. May be required to respond in the event of an emergency consistent with the employee's physical and medical capabilities;
16. May perform work related to the above as required.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

DEC 17 1995

In the Matter of Compulsory Interest Arbitration))
Between)) SUPPLEMENT
NORTH TARRYTOWN POLICE BENEVOLENT ASSOCIATION)) TO
And)) AWARD OF
VILLAGE OF NORTH TARRYTOWN)) INTEREST
)) ARBITRATION
)) PANEL
)) DATED
)) 12/1/95
)) Case No.
-----)) IA-95-003

Before the Public Arbitration Panel

Sean Treacy	Employer Panel Member
Anthony V. Solfaro	Employee Organization Panel Member
I. Leonard Seiler, Esq.	Public Panel Member and Chairman

APPEARANCES

For the Village:

John F. O'Reilly, Esq.	Attorney
Linda David	Village Manager
Janet Gandolfo	Village Attorney's Office
Sanjay Shah	Financial Consultant

For the Union:

Kenneth Franzblau, Esq.	Attorney
James E. Reddy III	PBA President
Edward Fennel	Consultant
Barry Campbell	Negotiator
Bobby V. Checchi	Negotiator

On June 15, 1995, the New York Public Employment Relations Board having determined that a dispute continued to exist in negotiations between the Village of North Tarrytown (hereinafter referred to as the "Village") and the North Tarrytown PBA, Inc. (hereinafter referred to as the "Union") designated the undersigned Public Arbitration Panel (hereinafter referred to as the "Panel") pursuant to Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of the matters in this dispute. The Panel then proceeded under the applicable statutes, rules and regulations to inquire into the causes and circumstances of this continued dispute and at the conclusion of its inquiry made the findings in its Award dated December 1, 1995.

Upon notice duly given hearings were held on September 14, and December 1, 1995 in the Village Hall, North Tarrytown, New York. Both parties were present and represented by counsel throughout these proceedings as shown in the above List of Appearances. The Parties were afforded full and equal opportunity to be heard and present statements of fact,

supporting witnesses and other evidence and arguments, both oral and written, in support of their respective positions regarding the issues in dispute. The Public Interest Arbitration Panel admitted into evidence sixteen (16) Union exhibits, nine (9) Village exhibits and five (5) Joint exhibits.

During the hearing on December 1, 1995, the Award of that date was issued resolving the dispute in accordance with the mandated statutory criteria which follow: New York Civil Service Law, Section 209.4 (v)

a. 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;

b. the interest 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 Chairman commends Messrs. Treacy and Solfaro for the time and effort they devoted to the process and their sincere attempts to resolve each of the issues submitted to the Panel in accordance with the above stated criteria.

IN GENERAL:

1. The dispute involves the continued impasse between the Village and the Union over the terms and conditions of a new contract to be effective as of June 1, 1994, the last two-year contract of the parties having expired on May 31, 1994.

2. The Union represents 22 members from patrolman to Lieutenant and includes sergeant, detective and detective sergeant ranks.

3. Prior to the request for the appointment of this Arbitration Panel the parties engaged in seven (7) negotiating sessions and two (2) mediation session with a PERB appointed mediator.

4. The parties at the start of the Arbitration Hearing, in writing, waived their right to a full and complete record of the Public Arbitration Panel Hearing as set forth in Section 209.4 (iii) of the New York State Civil Service Law.

5. The Panel's "discussion" are only summaries and are not intended to be all inclusive.

6. The following reduced number of issues were submitted at the arbitration hearings for Determination and Award by the Panel:

Issues:

- A. Union
 - 1. Wages (Article III)
 - 2. Contribution to Welfare Fund (Article X)
- B. Village
 - 1. Wage Schedule (Article III)
 - 2. GML Section 207-c Procedure

Background:

The Village of North Tarrytown in Westchester County maintains a fully paid Police Department. It has a population of 8,152 and a land area of approximately 2.27 square miles (Union ex.1).

The Union exhibits consisted of comparisons with other continuum village Police Departments (Buchanan, Croton, Tarrytown, Irvington, Dobbs Ferry, Hastings and Ossining) which it maintained have the same constitutional restrictions and taxing limits, similar population densities, overall tax rates, size of police departments and crime rates. It argued that the Village's PBA salaries trailed all of the villages cited (Union ex 10) for top P.O. salary. Their average is \$51,027. while the salary for North Tarrytown is only \$46,725., which is lower than any other village cited. Union said it would take an almost 3% increase to reach the lowest village cited, Ossining, as of June 1, 1994.

In turn, the Village argued that its the financial position was unique in that its largest single taxpayer, General Motors, was closing down which also had a tremendous adverse affect on other Village businesses and, therefore, its tax revenues.

ABILITY TO PAY

Village asked the Panel to take note of the five-year decline in Westchester's job base; decline in commercial property tax assessments, and resulting rise in the residential property tax burden, and the aging of population which puts pressures on government costs" (V. ex. 9).

Village said it had agreed to reassess General Motors in 1996 and this will further substantially reduce General Motors tax payments to the Village. When this happens, the Village's taxpayers will be hit by higher school, town and county taxes as well. It noted that Westchester County school districts over the past few years has successfully reduced teacher increases to the

rate of inflation (1994 & 1995 increaes averaged 2.81 and C.P.I. 2.9%) and having the teachers contribute to their health insurance (V ex. 7

The Union disputed the inability of the Village to pay the same as comparable communities as "North Tarrytown has an overall village, county and school tax rate which is the mid range when compared with all other Westchester County villages" (U. ex. 14). It stated that the Village has exhibited outstanding fiscal management over the past five (5) years and had enough unappropriated surplus of \$596,839 (U. ex. 14) and a contingency fund in the amount of \$290,000 in the 1995-96 General Fund Budget to fund its demands. The Union claimed that a one percent (1%) increase in base salary and wages would have the "effect of increasing the 1995-96 Real Property Tax Levy and General Fund Budget .36% and .20% respectively" (U. ex. 14). It noted that the Village settled with its Teamster's Unit and claimed that this demonstrated the Village's ability to make a fair and just settlement with the PBA.

1. Wages (Article III)

Union Demand :	6% increase for 1994-95
	6% increase for 1995-96
Village Offer:	2% increase for 1994-95
	2% increase for 1995-96

Discussion:

The Panel's objective is to arrive at an equitable and reasonable Award which logically considers the statutory criteria previously cited.

It is evident from the oral and written testimony submitted to the Panel in this impasse that the Village though previously amongst the affluent communities in Westchester County may not continue in this status. The Village has and wishes to continue to manage its financial affairs in a prudent and conservative manner. However, in evaluating the fiscal affairs of the Village, based on the information submitted by the Parties, we find that the Village had the "ability to pay" a wage and benefit settlement for the years 1994-95 and 1995-96 that is reasonable and in accordance with the mandated criteria of law previously cited.

The Panel has also taken cognizance of today's economic times which has resulted in lower salary settlements during 1994 and 1995 in both the private and public sectors than were previously negotiated. Citizens have reacted to the economic downturn by resisting tax increases.

The Union's demand for 6% in each of two (2) years cannot be justified in today's times and under the statutory criteria. An increase which substantially exceeds those granted in the other

Westchester County Police Departments Union cited would not be in the "interest and welfare of the public and the financial ability of the public employer to pay". Those were:

<u>Village</u>	<u>1994-95</u>	<u>1995-96</u>
Buchanan (Uex6A)	last contract expired 5/31/94	
Croton (Uex4A)	4%	4%
Tarrytown (Uex3A)	1st 6 mos. 3.85%	
	2nd 6 mos. 0.005%	
Irvington (Uex2A)	4%	4.25%
Dobbs Ferry (Uex5A)	4.5%	4.65%
Hastings (Uex8A)	3.75%	3.50-5.50%
		tracking CPI
Ossining (Uex7A)	4.0% (1/1/94)	4% (1/1/95)

Note was also taken by the Panel of the Village's settlement with the Teamster's (Union ex. 11) entered into on December 1, 1994 and effective as of June 1, 1994. with a duration of eighteen (18) months (terminates November 30, 1995) which provides for a 4% increase effective 6/1/94 and 2.5% effective 6/1/95 for six (6) months.

The Award granted on base wages exceeds the recent increases in the cost-of-living and, therefore, insures the police officers a real increase in income and keeps them from falling further behind those in comparable communities.

2. Contribution to the Welfare Fund

Union sought an additional \$50 in each of the two (2) years.

Discussion:

The Welfare Fund, under its trust agreement, purchases life insurance, dental, optical, prepaid legal services and drug prescriptions. The costs of some of which have continued to increase.

Examination of the comparable communities shows:

<u>Village</u>	<u>Welfare Fund</u>
Irvington	None-Village provides dental and life insurance
Croton	None-Village provides dental and life insurance
Tarrytown	6/1/94 Single \$70/month or \$840/year Family \$100/month or \$1,200/year
Dobbs Ferry	6/1/94 for dental only Village provides pharmacies and life insurance Single \$35/month or \$420/year Family \$55/month or \$660/year
Buchanan	None-Village provides dental and optical coverage
Ossining	None-Village provides dental and life insurance
Hastings	None-Village provides dental insurance

Thus, the Union's request is not unreasonable, but since the contract year 1994-95 has expired the increase to \$860 shall be effective as of June 1, 1995.

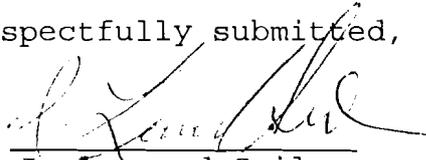
3. Village's Request For Inclusion of GML Section
207c Procedure

Discussion:

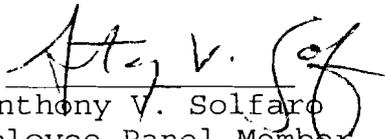
The expired contract has various leave provisions for ordinary sickness, sickness in the immediate family and death in the family, but is silent as to an injury incurred in the performance of duties or sickness as a result of performance of duties.

The Panel felt the proposed Village provision addressed this omission.

Respectfully submitted,



I. Leonard Seiler
Chairman



Anthony V. Solfaro
Employee Panel Member

Sean Treacy
Employer Panel Member

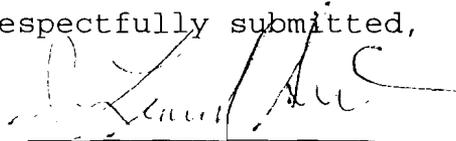
3. Village's Request For Inclusion of GML Section
207c Procedure

Discussion:

The expired contract has various leave provisions for ordinary sickness, sickness in the immediate family and death in the family, but is silent as to an injury incurred in the performance of duties or sickness as a result of performance of duties.

The Panel felt the proposed Village provision addressed this omission.

Respectfully submitted,



I. Leonard Seiler
Chairman

Anthony V. Solfaro
Employee Panel Member



Sean Treacy
Employer Panel Member

ACKNOWLEDGMENTS

STATE OF NEW YORK)

) SS:

COUNTY OF ~~NEW YORK~~ ^{Rockview})

~~JANUARY~~ ^{FEBRUARY} (B)

On this ⁰² day of ~~January~~, 1996, before me personally appeared I. Leonard Seiler, Esq., known to me and to me known to be the Chairman of the Panel who executed the foregoing Determination and Basis for Findings, and he duly acknowledged to me that he executed the same.

Pascal Storino
Notary Public

PASCAL STORINO NO. 402305
Notary Public, State of New York
Qualified in Westchester County
Commission Expires 7-31-1996

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this ^{16th} day of January, 1996, before me personally appeared Anthony Solfaro, known to me and to me known to be the Employee Organization Panel Member who executed the foregoing Determination and Basis for Findings, and he duly acknowledged to me that he executed the same.

Romaine J. McGuinness
Notary Public

LORRAINE J. Mc GUINNESS
Notary Public, State of New York
Qualified in Orange County
Reg No. 4620194
Commission Expires June 30, 1997

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this _____ day of January, 1996, before me personally appeared Sean Treacy, known to me and to me known to be the Public Employer Panel Member who executed the foregoing Determination and Basis for Findings, and he duly acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENTS

STATE OF NEW YORK)

) SS: *Rockland*
COUNTY OF NEW YORK)

On this *02* day of January, 1996, before me personally appeared I. Leonard Seiler, Esq., known to me and to me known to be the Chairman of the Panel who executed the foregoing Determination and Basis for Findings, and he duly acknowledged to me that he executed the same.

David Lawrence

Notary Public

STATE OF NEW YORK)

) SS:
COUNTY OF NEW YORK)

PASCAL STORINO NO. 4525097
Notary Public State of New York
Qualified in Westchester County
Commission Expires 2-21-1996

On this _____ day of January, 1996, before me personally appeared Anthony Solfaro, known to me and to me known to be the Employee Organization Panel Member who executed the foregoing Determination and Basis for Findings, and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)

) SS:
COUNTY OF NEW YORK)

On this *29th* day of January, 1996, before me personally appeared Sean Treacy, known to me and to me known to be the Public Employer Panel Member who executed the foregoing Determination and Basis for Findings, and he duly acknowledged to me that he executed the same.

Linda David

Notary Public
LINDA DAVID
Notary Public, State of New York
No. 4915158
Qualified in Westchester County
Commission Expires: December 21, 1997