

BACKGROUND

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board, to make a just and reasonable determination of a dispute between the Town of DeWitt ("Town") and the DeWitt Police Benevolent Association ("PBA").

The Town of DeWitt is a town located in eastern Onondaga County. Its population is currently estimated as slightly over 25,000 people.

The PBA is the certified bargaining agent for all Police Officers employed by the Town, exclusive of the Chief of Police, **DEPUTY CHIEF OF POLICE, ANY CAPTAIN AND ANY LIEUTENANT.** There are currently 24 police officers ~~and 6 sergeants, 1 Lieutenant and 1 Captain~~ in the bargaining unit.

**(CORRECTED BY ARBITRATOR
LETTER OF 1/29/97)**

The last collective bargaining agreement between the parties covered the period commencing January 1, 1993 and ending December 31, 1994.

Prior to the expiration of the 1993-94 Agreement, the parties began negotiations for a successor contract in the fall of 1994, but such negotiations were unsuccessful, and thereafter, the parties reached impasse. Subsequent mediation by a PERB Mediator was unsuccessful, and on March 8, 1995, the PBA filed a Petition for Interest Arbitration pursuant to Section 209.4 of the Civil Service Law.

The Town filed a Response to said Petition on March 22, 1995, and thereafter, on May 9, 1995 the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board, pursuant to Section 209.4 of the NYS Civil Service Law.

Hearings were conducted before the undersigned Panel in East Syracuse on December 21, 1995, February 2 and March 19, 1996. At all hearings, both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and documentation, and both parties presented argument on their respective positions. After the hearing process was completed, both parties submitted additional exhibits and post-hearing briefs to the Panel.

Thereafter, the undersigned Panel met in several Executive Sessions, and reviewed all data, evidence, argument and issues. After significant discussion and deliberations at the Executive Sessions, the Panel members reached unanimous agreement on this Interest Arbitration Award.

The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing briefs, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award.

The parties expressly extended the jurisdiction of the Panel and requested that a three year Award be issued. Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period January 1, 1995 through December 31, 1997.

In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4 of the Civil Service Law:

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 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.

SALARYDiscussion on Salary

The paramount issue as articulated by the PBA is the award of a reasonable wage increase so that DeWitt police maintain their relative position in comparison with fellow officers in other jurisdictions. The PBA is seeking a 8% salary increase for each year of the Agreement, to be effective quarterly in each year at 2% each quarter; with the net result being a 6% payout for the Town for each year of the Agreement. The PBA maintains that such proposed significant increases are required and justified based on comparable salaries received by police officers in similar cities, towns and villages. The PBA further indicates that a review of police arbitration awards shows that the statewide arbitrated increases for 1994 was 4.49% and for 1995 was 4.25% (see PBA Exhibits 55 and 56).

In terms of comparable police jurisdictions, the PBA believes that DeWitt police should be properly compared to other police in jurisdictions within Onondaga County, including Camillus, East Syracuse, Geddes, Manlius, North Syracuse, Syracuse. The PBA also presented data for the Onondaga County Sheriff's Department and for the Town of New Hartford police, which is located in Oneida County but is close in population and police department size to DeWitt.

The top level salary for DeWitt police is the fifth year salary, which is the general standard for comparison with other jurisdictions.¹ While the PBA acknowledges that DeWitt police salaries at the top step are higher than their counterparts in neighboring jurisdictions, this comparison lessens as other jurisdictions continue to receive significant wage increases while DeWitt remains static. The PBA argues that the proposed salary increases are necessary in order for DeWitt police to not lag behind their peers.

The Town has offered the police a 3% wage increase for each year of a 2 year contract. According to the Town, a 3% salary increase in 1995 would continue to place DeWitt police at the top of all comparable jurisdictions, including the much larger City of Syracuse police department. Additionally, according to the Town, if the DeWitt police also received a 3% wage increase for 1996, the top salary would be almost \$40,000 and DeWitt police would remain the highest paid police department in Onondaga County.

The Town argues that while other neighboring jurisdictions may have awarded wage increases from 4 to 5% in 1995 and 1996, they were doing so in order to catch up to DeWitt police, who are the highest paid. The Town maintains that it is not obligated to insure that DeWitt police remain the highest compensated police

¹ DeWitt police officers who were hired after January 1993 do not reach top salary until their sixth year.

in Onondaga County, and that the wage increases awarded to neighboring police are not relevant in view of DeWitt's high salaries.

The Town also indicates that other Town employees received wage increases of 3% for 1995 and 2% for 1996, and that these employees, consisting of highway workers, parks employees, administration, management and clerical, all contribute 3% to their retirement system, while DeWitt police are not required to contribute to their more generous 20 year retirement plan. Nor did these other Town employees receive the 3% increase and 4.5% increase which was received in 1993 and 1994 by the DeWitt police.

The Town maintains that as a result of declining State aid revenues, its taxpayers are forced to maintain an ever-increasing heavy burden relative to the property taxes which they must pay. The amount of general State aid has been reduced from earlier years payment of over \$400,000 to the current State aid figure of approximately \$100,000 (see Town Exhibit 20-10). Town property taxes have increased over 100% within the past 10 years. Similarly, there have been significant increases in both school and County taxes over the same period. The Town argues that this increase in tax rates can be attributed to the rising cost of providing police service.

In further support of the Town wage offer, the Town indicates that there has been significant loss of revenue from sources other than property taxes. Additionally, there has been a significant revenue decrease from the Town landfill (see Town Exhibit 9), which is now closed and is costing the Town money to maintain and monitor. As a result of declining revenues, the Town points out that it has been forced to make numerous funding cuts in Town services and activities.

In reaching the salary determinations herein, the Panel has considered the current state of the area's economy, the overall rate of inflation, raises and salaries received by police in comparable jurisdictions, the population of the Town, the status of business within the Town, as well as revenues from State aid, sales tax and mortgage taxes. The Panel has also reviewed the Town's budget for 1995 (Town Exhibit 1) and 1996 (Town Exhibit 2), as well as the recent audit by the Office of the NYS Comptroller (Town Exhibit 5). The Panel has also reviewed the official statement which accompanied the issuance by the Town of over 2 million dollars of Public Improvement Bonds in August 1994 (PBA Exhibit 75), as well as the financial report prepared by the PBA financial consultant (PBA Exhibit 74).

The Panel has considered all of the data and arguments presented by both parties, and has applied such data to the criteria mandated by statute as specified in Section 209.4 of the Civil Service Law.

It is clear that the proper comparables for DeWitt police officers are those other police jurisdictions within Onondaga County and the Central New York area generally cited by the parties herein. Those municipalities include Camillus, Clay, East Syracuse, Geddes, Manlius, New Hartford, North Syracuse, Syracuse, and the Onondaga County Sheriff's Department. When 5th year salaries of DeWitt police are compared to such jurisdictions in 1994, DeWitt is the highest paid department. However, when the salary increases received by those other jurisdictions for 1995 and 1996 are included in the comparison, it becomes evident that DeWitt then loses its salary differential over the other departments at a rate slightly in excess of 3% per year (see PBA Exhibits 17 and 18).

Accordingly, the Panel has determined that the appropriate salary increase for 1995 and 1996 shall be in essence, the Town's offer of spending 3% per year; an expenditure which the Town has previously budgeted for and prudently set aside monies to fund. However, the Panel finds that the concept of providing salary increases at various times during the calendar year, as proposed by the PBA has great appeal, in that it provides overall salaries with yearly growth in salaries while minimizing the payout effect in any particular budget year. Salary increases of a split 4% in 1995 and a split 4% in 1996 do justice to the comparability required by the Taylor Law criteria, including the Panel's consideration of the Town's ability to pay such increases out of budgeted funds.

As an award limited to the 2 year statutory jurisdiction of this Panel would result in the parties having to go directly back to the negotiating table to provide for a successor agreement after the expiration of the award on 12/31/96, the parties have expressly authorized and extended the jurisdiction of this Panel to render an award covering the 3 year period ending 12/31/97. In doing so, the Panel has less available information on salary increases received by police in comparable jurisdictions, as many have not yet completed bargaining or interest arbitration for the year 1997. Information that is available suggests that most salary increases for 1997 will be in the 3% to 5% range, with some isolated instances at 5.5%.

Additionally, when considering an appropriate salary increase for 1997, the Panel must take into account the fact that DeWitt police are now contributing towards the cost of health insurance: DeWitt police who choose an individual plan pay 15% of the health insurance cost while those who choose the family plan pay 20% of the health insurance cost. It is expected that the cost of health insurance will increase significantly in 1997, with the attendant contribution by DeWitt police will increase disproportionate to their salaries, when compared with other police in comparable jurisdictions. At the present time, DeWitt police pay either \$288 p/year (individual)/\$960 p/year (family) for the Pomco plan or \$312 p/year (individual)/\$1128 p/year (family) for the Travelers plan. Costs are expected to increase

to almost 10% additional for the Pomco plan and almost 50% additional for the Travelers family plan.

While the Panel is rejecting the PBA's proposal to eliminate employee contributions towards the cost of health insurance, the Panel does note that DeWitt police are generally paying more for health insurance than other police in comparable jurisdictions (see PBA Exhibits 58, 59 and 60). The Panel has considered this cost, amounting to almost 2% per year, in determining the appropriate salary increase for 1997. The Panel has also considered that the Town will have ample time to budget for the salary increase for 1997, and will have the ability to pay for such through current revenues.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following AWARD ON SALARY

1. All police unit members who were on the DeWitt police payroll on the effective date of the salary increase, and are on the DeWitt police payroll on the date on which the Panel Chairman has signed this Award, shall receive the following increases to salary:

Effective 1/1/95	2% increase
Effective 7/1/95	2% increase
Effective 1/1/96	2% increase
Effective 7/1/96	2% increase

2. All of the 1995 and 1996 increases are intended to be retroactive, with such retroactive payment to be made to eligible members of the unit in a lump sum payment check, to be issued prior to 2/15/97.

3. All police unit members who are on the DeWitt police payroll on 1/1/97 shall receive a 4.25% increase to pay.

4. All of the above increases shall be applied to the two salary schedules in effect during the 1993-94 Agreement: one applicable to Dewitt police hired prior to 1/1/93, and one applicable to those hired after 1/1/93.

A copy of the salary schedules for the 1995-97 period is attached hereto as Appendix A.

5. Former police unit employees whose employment with the Police Department terminated for any reason, prior to the date of this Award, shall not be eligible for any compensation adjustment required by this Award.

SHIFT DIFFERENTIAL

Discussion on Shift Differential

Currently, DeWitt police who are regularly assigned to the evening or night shifts receive a shift differential of \$0.70 per hour, pursuant to Article 4.3 of the 1993-94 Agreement.

The PBA seeks an increase in shift differential to \$1.00 per hour. The PBA argues that officers are regularly assigned to the evening or night shifts, and are not rotated on such shifts. Therefore, the level of inconvenience to an officer's life is greater than those who are rotated on the evening and night shifts in comparable police jurisdictions. The PBA also argues that since shift differential is intended as additional compensation for the inconvenience in one's personal life due to working on a regular evening or night shift, it should be paid to each officer even when on sick leave or vacation leave.

The Town opposes any increase or other change in shift differential pay and indicates that DeWitt police are among the best compensated for shift assignments when viewed against comparable jurisdictions.

The Panel finds that shift differential pay is part of the overall wage package and should be increased in accord with the general salary increases awarded herein. However, the Panel declines to change the current contract language of Article 4.3 which provides for the payment of shift differential only for hours worked.

AWARD ON SHIFT DIFFERENTIAL

Accordingly, the Panel awards that effective 1/1/97, shift differential paid under Article 4.3 of the Agreement shall be increased to \$0.80 per hour.

VACATION

Discussion on Vacation

Currently, pursuant to Article 6.1 of the 1993-94 Agreement, a DeWitt police officer after 10 years of service, receives 15 days of vacation. Thereafter, he receives 1 additional day for each year of service, to a maximum of 20 days of vacation per year. After 15 years of service, a DeWitt officer therefore earns 20 days of vacation per year.

The PBA proposes that after 10 years of service each officer receive 20 days of vacation, with an additional day for each year thereafter, with no cap on the maximum number of vacation days which may be earned.

The PBA argues that DeWitt have the lowest vacation entitlement at 10 years of any of the other comparable police jurisdictions (see PBA Exhibits 61 and 62).

The PBA further indicates that DeWitt's maximum entitlement of 20 days is also one of the two lowest of the comparables. According to the evidence presented by the PBA, over an officer's career with DeWitt, he will receive a full month less vacation than the next lowest jurisdiction, and more than 4 months less than the highest jurisdiction.

The Town is opposed to any increase in vacation days and indicates that under the PBA proposal a DeWitt officer with 20 years of service would receive 30 vacation days per year. This represents a 33% increase in vacation days. The Town indicates that the cost of the PBA proposal is significant; as officers who are out enjoying vacation leave must be replaced by officers who most likely will be paid overtime to provide necessary police coverage.

The Town further argues that when compared to other jurisdictions the vacation entitlement is comparable, until the DeWitt officer has reached his maximum vacation entitlement of 20 days, at which time he receives slightly less than officers in other police jurisdictions who are otherwise less well compensated.

The Panel finds that the DeWitt police officer with more than 15 years of service does not receive a sufficient number of vacation days when compared with other jurisdictions (see PBA Exhibits 61, 62 and 63). Therefore, Article 6.1 of the 1993-94 Agreement shall be modified to provide that after 11 years of service an officer shall receive 17 vacation days; with an additional day awarded for each year of service, to a maximum of 25 days of vacation per year.

AWARD ON VACATION

Accordingly, the Panel Awards that Article 6.1 of the 1993-94 Agreement shall be modified to provide that after 11 years of service an officer shall receive 17 vacation days with an additional day for each year of service, to a maximum of 25 days of vacation per year.

Results in the following:

After 5 years	15 vacation days
After 10 years	17 vacation days
After 11 years	18 vacation days
After 12 years	19 vacation days
After 13 years	20 vacation days
After 14 years	21 vacation days
After 15 years	22 vacation days
After 16 years	23 vacation days
After 17 years	24 vacation days
After 18 years	25 vacation days [Maximum]

SICK LEAVE

Discussion on Sick Leave

The 1993-94 Agreement provides in Article 12.2 that each year a DeWitt police officer may be paid for up to a maximum of nine (9) days of unused sick leave. Unused sick leave may not be accumulated from year to year.

The PBA proposes to increase the number of unused sick leave days for which an officer may be paid to twelve (12) days in any year. The PBA also proposes to create a sick leave bank, so that officers may accumulate sick leave time to use when needed or to be cashed out upon retirement with a lump sum payment. The PBA also proposes that officers be allowed to convert, on an annual basis, up to four (4) days of unused sick leave for family leave purposes.

The Town is opposed to any change in the number of days an officer may be paid for unused sick leave and maintains that if DeWitt police were to be paid for all available sick days it would remove the current incentive to keep the use of sick days to a minimum. The Town is also opposed to the concept of a sick leave bank and argues that it is simply not necessary, as any officer who suffers a job related illness or injury will receive his full pay and benefits as a matter of law. The Town maintains that a sick leave bank would be in effect a Town sponsored savings account, with unknown costs to the Town. The Town has no

objection to DeWitt officers being allowed to convert up to four (4) days of unused sick leave for family leave purposes.

The Panel is of the view that providing for payment of unused sick leave is the best incentive for eliminating sick leave abuse, and further provides savings to the employer in decreased overtime for necessary coverage due to sick leave usage. While a review of comparable police jurisdictions indicates that there a number of mechanisms utilized to provide for sick leave payout (many upon retirement), the Panel finds no basis to change the current method of yearly payment for unused sick leave in DeWitt. However the Panel does find that it there would be a positive benefit in increasing the number of unused sick leave days for which an officer may be paid at the end of the year, and increases that number to twelve (12) effective 1/1/97.

AWARD ON SICK LEAVE

Accordingly, the Panel Awards that effective 1/1/97, Article 12.2 of the 1993-94 Agreement be amended to provide that a member shall be paid for up to a maximum of twelve (12) days of unused sick leave. Further, effective 1/1/97, each member be allowed, on a yearly basis, to convert up to four (4) days of unused sick leave for family leave purposes.

PERSONAL LEAVE

Discussion on Personal Leave

The 1993-94 Agreement provides in Article 7.3 that employees with over one year of service shall receive five (5) personal leave days per year. Personal leave days must be used within the year and cannot be accumulated from year to year. If unused, they are lost.

The PBA proposes that a DeWitt officer be paid for any unused personal leave days at his regular rate of pay. In the alternative, the PBA proposes that all unused personal leave days be converted to sick leave days. Finally, the PBA proposes that the pro-ration of personal leave days while on sick leave be eliminated, so that all members receive five (5) days of personal leave, regardless of absences due to illness.

The Town is opposed to any change in the current provision relating to personal leave.

The Panel finds that allowing a member to convert two (2) days of unused personal leave to sick leave will provide a further incentive for DeWitt officers not to use personal leave unless absolutely necessary. As a result, the Town should save monies on necessary overtime for replacements which would result when officers utilized personal leave days.

AWARD ON PERSONAL LEAVE

The Panel awards that effective 1/1/97, Article 7.3 of the 1993-94 Agreement is amended to allow each member, on a yearly basis, to convert up to two (2) days of unused personal leave to sick leave. This does not increase the maximum number of sick days which may be paid for at the end of the year, which shall be twelve (12) effective 1/1/97.

GRIEVANCE PROCEDURE

Discussion on Grievance Procedure

Article 14.3 of the 1993-94 Agreement provides no penalty for the Town failing to meet time limits for responding to grievances. Article 14.4 provides that any grievance not settled at the lower steps of the grievance procedure shall be heard by the Town Board as the final step in the grievance procedure. The decision of the Town Board is binding upon the PBA.

The PBA proposes that Article 14.3 be amended to provide that the failure of the Town to comply with the time limits shall be deemed a granting of the grievance. The PBA argues that since the grievance procedure now provides that a failure by the PBA to comply with the contractual time limits results in dismissal of the grievance, it is fair that the same consequence should impact upon the Town if it fails to meet a contractual time limit.

Further, the PBA proposes that the final step of the grievance procedure end in binding arbitration before an impartial and mutually selected arbitrator. The PBA argues that police in all other comparable jurisdictions are entitled to final and binding arbitration of contract grievances (see PBA Exhibits 72 and 73).

Regarding the PBA demand that the failure of the Town to comply with the time limits shall result in the granting of the grievance, the Panel finds that such a drastic remedy as granting of the grievance for late responses is not appropriate. Rather, the remedy which is appropriate for late responses is that the PBA has the right to appeal the grievance to the next step of the grievance procedure if the Town fails to meet the contractual time limits in responding to the grievance.

Accordingly, the Panel amends Article 14 of the 1993-94 Agreement to provide that the PBA may appeal the grievance to the next step of the grievance procedure upon the failure of the Town to render a response within the stated time limits.

As to the PBA demand for final and binding arbitration of contract grievances, the Panel finds that all of the police jurisdictions viewed as appropriate comparables have final and binding arbitration as the final step in the contractual grievance procedure (see PBA Exhibits 72 and 73).

Additionally, the Panel is aware that almost all other upstate New York police jurisdictions also provide for final and binding arbitration for the resolution of contract grievances. Finally, there is a continuing trend to finally settle and resolve all types of disputes through impartial arbitration, which has been proven and time tested in the area of labor relations for many years. The Panel can find no justification to deny DeWitt police a fair, impartial and binding process to resolve contractual disputes with their employer.

However, in granting PBA's demand for arbitration of contract grievances, the Panel further determines that review of the grievance by the Town Board shall be retained as part of the grievance procedure as Step 3, preceded by review by the Police Commission at Step 2, and the Chief of Police at Step 1 of the grievance procedure. In providing for final and binding impartial arbitration as Step 4 of the grievance procedure, the Panel finds that a panel of three (3) mutually agreed upon arbitrators shall be appointed for the term of this Award, which will allow for each to become familiar with the operation of the DeWitt police department and the goals and management of the Town.

AWARD ON GRIEVANCE PROCEDURE

The Panel Awards that, effective with the date of this Award, Articles 14.3 and 14.4 of the 1993-94 Agreement shall be deleted, and replaced as follows:

14.3 Review by the Town Board

If not satisfied at this step, the aggrieved party shall give notice in writing of the grievance to the Town Board, who shall, within twenty (20) working days meet with a representative of the PBA. Within twenty (20) working days of such meeting, the Town Board shall give its written answer to the grievance.

14.4 Arbitration

If the PBA is not satisfied with the decision of the Town Board, within twenty (20) working days of receipt of the Town Board's decision or after the due date of such response, the PBA may appeal the grievance to arbitration by serving a Demand for Arbitration on the arbitrator (selected pursuant to the procedures set forth below) by personal service or by certified mail, return receipt requested, a copy of which shall simultaneously be served on the Town Attorney by personal service or certified mail, return receipt requested.

Within thirty (30) days of the date of this Award, the parties shall agree upon a list of three (3) mutually acceptable arbitrators. The PBA shall serve its Demand for Arbitration, as arbitrations arise, to each arbitrator on a rotating basis,

beginning alphabetically, or as otherwise agreed. In the event that the parties are not able to agree upon a list of three mutually acceptable arbitrators within thirty (30) days of the date of this Award, the PBA shall then serve its Demand for Arbitration, as arbitrations arise, on the American Arbitration Association (AAA) in accordance with the AAA's Voluntary Disputes Resolution Procedures.

The fees and expenses of the arbitrator shall be divided and paid equally by the parties. Each party shall be responsible for the costs of preparing and presenting its own case.

The arbitrator shall not have any power to add to, subtract from or modify the provisions of the Agreement. The decision of the arbitrator shall be final and binding.

Article 14.5 Time Limits

All grievances shall be presented within twenty (20) working days after the facts giving rise to such grievance occur. Grievances not processed within the time limits set forth above shall be barred. The PBA shall have the right to pursue the grievance to the next step of the grievance procedure if the Chief, the Commission, and or the Town fails to meet the contractual time limits in responding to the grievance.

SALARY COMPUTATION

Discussion on Salary Computation

The parties have authorized the Panel to resolve a dispute regarding the computation of police salaries during a leap year. After the Town made what it believed to be a good faith change in salary computation to take into account the extra day during 1996, which was a leap year, the PBA filed an Improper Practice Charge (PERB No. U-17723) with the NYS Public Employment Relations Board. Thereafter, during the deliberations of this Panel, both parties agreed to have this Panel resolve the issue raised by the Improper Practice Charge, and based on such resolution, the PBA has withdrawn the charge.

The Panel has reviewed the issue raised by the Improper Practice Charge, together with the Town's position in relation thereto, and in resolution thereof, the Town shall pay a single lump sum payment of fifty (\$50.00) to each member of the bargaining unit who is on the police payroll on the date of this Award and who was on the police payroll on January 1, 1996. This payment shall not be added to base wages or salaries for future compensation adjustments. Further, for calendar year 1997, the Town shall revert to the salary computation utilized prior to 1996, and shall not unilaterally change such computation for future leap years.

By resolving this specific issue, neither party admits any wrongdoing, contract violation or violation of law. All other aspects of the Improper Practice Charge are denied, and no further remedy is granted other than that provided herein.

AWARD ON SALARY COMPUTATION

The Town shall provide each member of the bargaining unit who is on the police payroll as of the date of this Award and who was on the payroll as of January 1, 1996, a single lump sum payment of fifty dollars (\$50.00), to be paid no later than the last payroll period in 1996.

The Town shall further agree to return to the salary computation method in effect prior to 1995, and shall not unilaterally change such computation in future leap years.

REMAINING ISSUES

Discussion on Remaining Issues

The Panel has reviewed in great detail all of the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the overall context of contract terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are accepted, and not all contentions are agreed with. The Panel, in reaching what it has determined to be a fair result, has not addressed or made an Award on many of the proposals submitted by each of the parties. The Panel is of the view that this approach is consistent with the practice of collective bargaining. Thus, we make the following award on these issues:

AWARD ON REMAINING ISSUES

Any proposals and/or items other than those specifically modified by this Award are hereby rejected.

RETENTION OF JURISDICTION

The Panel Chairman hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Opinion and Award.

REVISION OF CONTRACT

The Panel directs the parties herein to revise the 1993-94 Agreement in accordance with the provisions of this Award, and, to prepare and execute a 1995-97 Agreement which reflects the provisions of this Award, to be completed no later than 4/1/97.

DURATION OF CONTRACT

The Panel has been authorized by the parties to exceed the two year maximum contract duration as provided by the Taylor Law in Section 209.4(c)(vi).

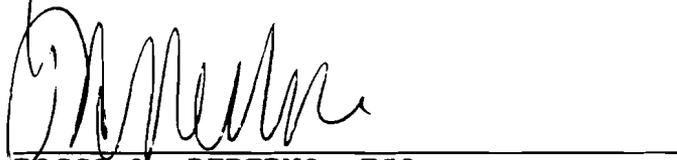
This Award therefore provides for an Agreement for the period commencing January 1, 1995 and ending December 31, 1997.



JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

1-13-97
Date
of Award

Concur



ROCCO A. DEPERNO, ESQ.
Employee Organization Panel Member

1-13-97
Date

Concur



BENJAMIN J. FERRARA, ESQ.
Employer Panel Member

1-13-97
Date

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this 13th day of January, 1997, before me personally came and appeared Jeffrey M. Selchick, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Cathy Selchick
Notary Public

CATHY L. SELCHICK
NOTARY PUBLIC STATE OF NEW YORK
NO. 4830518
QUALIFIED IN ALBANY COUNTY (1997)
COMMISSION EXPIRES NOVEMBER 30

STATE OF NEW YORK)
COUNTY OF ORONDAGA) ss.:

On this 13th day of January, 1997, before me personally came and appeared Rocco A. DePerno, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Reg# 015A4922955
To: 03/14/98
Cnty: Onon

Dorothy B. Salanski
Notary Public

STATE OF NEW YORK)
COUNTY OF ORONDAGA) ss.:

On this 13th day of January, 1997, before me personally came and appeared Benjamin J. Ferrara, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Carol J. Hotaling
Notary Public

CAROL J. HOTALING
Notary Public State of New York
Orondaga County No. 4
Expires on March 97

APPENDIX A

SALARY SCHEDULE
Effective January 1, 1995

OFFICERS HIRED PRIOR TO 1/1/93

PAY GRADE	<u>1/1/95</u>	<u>7/1/95</u>	<u>1/1/96</u>	<u>7/1/96</u>	<u>1/1/97</u>
Trainee	25,196	25,700	26,214	26,738	27,875
Step 1	28,591	29,162	29,746	30,341	31,630
Step 2	32,779	33,434	34,103	34,785	36,263
Step 3	34,671	35,364	36,072	36,793	38,357
Step 4	36,562	37,293	38,039	38,800	40,449
Step 5	38,454	39,223	40,008	40,808	42,542
Sergeant	41,508	42,338	43,185	44,049	45,921

OFFICERS HIRED AFTER 1/1/93

PAY GRADE	<u>1/1/95</u>	<u>7/1/95</u>	<u>1/1/96</u>	<u>7/1/96</u>	<u>1/1/97</u>
Trainee	25,196	25,700	26,214	26,738	27,875
Step 1	28,591	29,162	29,746	30,341	31,630
Step 2	30,684	31,297	31,923	32,562	33,946
Step 3	32,779	33,434	34,103	34,785	36,263
Step 4	34,671	35,364	36,072	36,793	38,357
Step 5	36,562	37,293	38,039	38,800	40,449
Step 6	38,454	39,223	40,008	40,808	42,542
Sergeant	41,508	42,338	43,185	44,049	45,921