

**NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF THE
INTEREST ARBITRATION BETWEEN
MASSENA POLICE PROTECTIVE
ASSOCIATION,
PETITIONER,
-AGAINST-
THE VILLAGE MASSENA,
RESPONDENT.

OPINION AND AWARD
PERB CASE NO.:
IA 96-033; M 96-217

BEFORE:

PUBLIC PANEL MEMBER AND CHAIRPERSON:

Thomas N. Rinaldo
305 Elmwood Avenue
Buffalo, NY 14222
716-884-6733

PUBLIC EMPLOYER PANEL MEMBER:

Randy L. Peets, Esq.
1970 St. Regis Boulevard
Massena, NY 13662
315-764-0569

EMPLOYEE ORGANIZATION PANEL MEMBER:

Rocco A. DePerno, Esq.
DePerno, Khazadian & McGrath
1 Leefield Commons
P.O. Box 360, Route 12 North
Barneveld, NY 13304
315-896-4646

COMMUNICATIONS SECTION
MAR 23 1998
CONCILIATION

BACKGROUND FACTS

The Massena Police Protection Association (hereinafter referred to as “PPA”) and The Village of Massena (hereinafter referred to as “the Village”) are signatories to a Collective Bargaining Agreement which is dated June 1, 1993, through May 31, 1996. Because the parties were unable to negotiate a successor agreement, the PPA, on or about January 20, 1997, petitioned the New York State Public Employment Relations Board to designate a Public Interest Arbitration Panel.

On February 27, 1997, the New York State Public Relations Board, pursuant to Section 209.4 of the Civil Service Law, designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute continuing to exist in the negotiations between The Village of Massena and the Massena Police Protective Association.

Section 209.4 of the Civil Service Law requires the Public Arbitration Panel to hold hearings on all matters relating to the dispute and to make a just and reasonable determination of said disputed items. In arriving at such determination, the Panel is mandated to specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

On July 29, 1997, Chairperson, Thomas N. Rinaldo, conducted a pre-hearing conference for the limited purpose of familiarizing himself with said issues and to arrive at a mutually convenient date for a hearing to be held in this matter.

On September 27, 1997, a hearing was held in the Village of Massena during which the Panel reviewed and received evidence regarding all the outstanding issues in dispute. The parties requested the opportunity to submit written post-hearing briefs and a date was established for their submissions.

The Panel met in Executive Sessions on December 8, 1997, and January 29, 1998.

ISSUES TO BE RESOLVED

The following issues together with the parties' respective positions, were submitted for this Panel's consideration:

ISSUE	CURRENT CONTRACT PROVISION	VILLAGE POSITION	UNION DEMAND
WAGES	1st year, 3%; 2nd year, 3%; 3rd year, 4%.	Opposes 1996 - 2%, 1997 - 2% 1998 - 2%	Village to increase wages in 1996, 6%; 1997, 6%; and 1998, 6%
RETIREMENT	The twenty (20) year plan known as 384D; also 384F,G,H and the 375I Plan	Opposes	Village to implement RSSL §384(e), commonly known as the 1/60th plan.
DENTAL	None	Opposes	Village to implement non-contributory dental program; details to be provided during negotiations.

ISSUE	CURRENT CONTRACT PROVISION	VILLAGE POSITION	UNION DEMAND
PERSONAL TIME	After completing the first year of employment, each employee in the bargaining unit shall be entitled to 24 hours of personal days leave per year. Unused personal leave days will be added to the employee's sick leave bank.	Opposes	Village to increase personal time from 24 hours, to 36 hours.
LONGEVITY COMPENSATION	Longevity shall be paid over 52 equal installments (added to weekly pay check). Longevity will continue to be included in base pay rate for the purpose of calculating salary increases. 1993, 5 yrs.-\$550, 10 yrs.-\$800, 15 yrs.-\$1,050; 1994, 5 yrs.-\$600, 10 yrs.-\$850, 15 yrs.-\$1,100; 1995, 5 yrs.-\$650, 10 yrs.-900, 15 yrs.-\$1,150.	Opposes	Village to increase longevity compensation to: 1996, 5 yrs.-\$750, 10 yrs.-\$1,000, 15 yrs.-\$1,250; 1997, 5 yrs.-\$850, 10 yrs.-\$1,100, 15 yrs.-\$1,350; 1998, 5 yrs.-\$1,000, 10 yrs.-\$1,250, 15 yrs.-\$1,500.
CLOTHING ALLOWANCE	Each employee will be paid a total of \$150 lump sum maintenance allowance for shoes, uniforms and dry cleaning at the beginning of the fiscal year. Uniform components that need to be repaired and/or replaced as the result of line of duty damage shall be repaired and/or replaced at Village expense.	Opposes Agee to \$150 Net	Village to increase clothing allowance from \$150 to \$500.
COMP TIME	An employee shall have the option between June 02 and May 31 to take compensation time off for earned holiday time. Such time will be taken in such a manner that would not injure departmental operations - (Chief's discretion).	Agrees Details to be worked out with Chief & Union	Village to address comp time, consistent with parties' 9/9/93 agreement; details to be discussed during negotiations.
VACATION	1 year of service: 80 hrs.; 4 years of service: 120 hrs.; 8 years of service: 160 hrs.; 12 years of service: 200 hrs.	Opposes 1 year of service: 80 hrs. to 84 hrs.; 4 years of service: same (120 hrs.); 8 years of service: 160 hrs. to 168 hrs.; 12 years of service: 200 hrs. to 204 hrs.	Village to increase vacation as follows: 1 year of service: 80 hrs. to 96 hrs. = 7 days; 4 years of service: 120 hrs. to 144 hrs. = 12 days; 8 years of service: 160 hrs. to 192 hrs. = 16 days; 12 years of service: 200 hrs. to 240 hrs. = 20 days.

ISSUE	CURRENT CONTRACT PROVISION	VILLAGE POSITION	UNION DEMAND
RECOGNITION CLAUSE	The board of Trustees of the Village of Massena recognizes the Massena Police Protective Association (hereinafter called the PPA) as the exclusive bargaining unit agent for all full-time, regular police officers or the Police Department (except the Chief of Police).	Opposes	Village to clarify recognition clause so as to set forth, in writing, that the detective/sergeant position is a bargaining unit position.
TIME OFF	For purpose of computing overtime, vacation time shall be considered as time worked.	Opposes	Village to consider all time off (i.e., vacations, holidays, personal days, sick time, leave time and so forth) as time worked.
DRUG TESTING	No member shall be requested or ordered to submit to a blood test, breath test, or urine test, for any reason except as may be provided by statutory law. Such test shall be given if the member so requests.	The Village of Massena shall have the authority to conduct, or cause to be conducted, random urine test or blood test for the purpose of screening employees for illegal drug use.	Agree to put before arbitrator
CALL TO DUTY	Any Police Officer called to duty other than the regular tour of duty shall be paid at his regular rate of not less than 4 hours.	Any police officer called to duty other than his regular tour of duty shall be compensated at his regular time and one-half rate, not less than 2 hours.	Union opposes
MEDICAL PHYSICALS	N/A	All police officers shall submit to an annual medical physical exam to be conducted by the Village doctor. This exam shall be conducted in January.	Union opposes
BREATH, URINE BLOOD TEST	No member shall be requested or ordered to submit to a blood test, breath test, or urine test, for any reason except as may be provided by statutory law. Such test shall be given if the member so requests.	Under reasonable suspicion that an employee may be intoxicated or under the influence of alcohol, while working, he may be required to submit to a breath, urine or blood test for the purpose of determining his blood alcohol content.	Agee to put before arbitrator Claims is a non mandatory subject (improper practice charge)

ISSUE	CURRENT CONTRACT PROVISION	VILLAGE POSITION	UNION DEMAND
PERSONAL LEAVE	<p>After completing one year of service, each employee in the bargaining unit shall be entitled to 24 hours of personal leave per calendar year.</p> <p>Unused personal leave will be added to the employees' sick leave bank.</p>	<p>After completing one year of service, each employee in the bargaining unit shall be entitled to 24 hours of personal leave per calendar year.</p> <p>Unused personal leave will be added to the employees' sick leave bank at the end of each calendar year.</p> <p>A request for personal leave may be denied by the Chief of Police, or his designee, if in his judgement, the employee's presence at work during the requested time is essential to the efficient operation of the department's operation and functions</p>	Village to increase personal leave time from 24 hours, to 36 hours

COMPARABLES

In arriving at a reasonable determination, for the resolution of this dispute this Panel is required to consider among other statutory criteria, the wages, hours, and conditions of employment of employees performing similar services or requiring similar skills under similar working conditions.

The Village argued that their police department should only be compared with those communities within St. Lawrence and Franklin Counties with similar police personnel compositions. According to the Village, the geographical and economic bond, as well as the common nature of working conditions, cannot be disputed because both employment conditions and cost of living conditions are similar.

The PPA presented data compiled from jurisdictions close in size and complement (and the ratio thereby created) and those which are geographically proximate. From these criteria, the PPA created three "universes": all jurisdictions, villages only, and "North Country" jurisdictions. For each

universe, several levels of salary were examined by the PPA: starting salary, salary at first year and fifth year, top salary, and sergeant's top salary.

The following agencies were found to be comparable by both the PPA and the Village of Massena:

- Potsdam - located in St. Lawrence County
- Canton-Potsdam - located in St. Lawrence County
- Canton - located in St. Lawrence County
- Ogdensburg - located in St. Lawrence County
- Governor - located in St. Lawrence County
- Malone - 35 miles from Massena
- County Sheriff's Department

FINANCIAL ABILITY OF THE PUBLIC EMPLOYER TO PAY

This Panel, in arriving at its determination, is mandated to consider the financial ability of the public employer to pay any wage increase as well as the interest and welfare of the public.

The PPA's Position

The PPA contends that the Village has the financial resources to fund their demands and presented financial analyst, Edward J. Fennell, who testified regarding the financial status of the Village.

Mr. Fennell testified that the Village had more than adequate resources to pay for the increased wages and other economic benefits proposed by the PPA, stating that the Village of Massena tax levy has only increased by 4% over the past four years. Mr. Fennell also pointed out that the Village has a taxing margin of \$1,308,037 which represents 36.2% of its limit for fiscal year 1996 and 1997. In the most recent financial report filed by the Village for the fiscal year ending May 31, 1997, the Village reported on the administration of a number of funds, the principal of which is the general fund.

The balance of this fund as of May 31, 1997 was \$130,195 and was allocated as follows:

Incumberances	\$ 4,078
Special Reserves	\$ 1,529
Appropriated	\$150,000
Unappropriated	<u>\$ 13,771</u>
TOTAL	\$169,378

Mr. Fennell further testified that the Village has had three successive years of a budget surplus:

**General Fund Results
Fiscal Year 1995-96-97**

	<i>1995 Actual</i>	<i>1996 Actual</i>	<i>1997 Actual</i>
Revenues	\$1,671,055	\$1,591,177	\$1,758,746
Taxes	2,272,452	2,326,620	2,446,339
Expenses	3,884,822	3,927,954	4,090,989
Surplus/(Deficit)	58,685	(10,157)	114,096
Fund Balance-January 1	12,963	83,091	63,343
Adjustment	11,443	(9,591)	(8,061)
Fund Balance - December 31	\$83,091	\$63,343	\$169,378

Mr. Fennell stated that in analyzing whether the Village has the available resources to grant the wage and benefit package proposed by the PPA, the following accounts should be examined: explicit appropriations; contingency funds; unappropriated surplus; unbudgeted revenues; over budgeted expenses.

Mr. Fennell submitted a written report, portions of which follow below on pages 8 through 10.

Explicit Appropriations: A comparison of the 1993-94 through 1997-98 actual and budgeted Police Department personal service account reveals no explicit appropriation for 1997-98.

**Table 6
Police Department Wage Appropriations**

1993-94 Actual:	873,793
1994-95 Actual:	903,224
1995-96 Actual:	968,181
1996-97 Actual:	965,644
1997-98 Budget:	935,003

Unappropriated Surplus/Deficit: According to the Village's financial statements, it had an unappropriated surplus amounting to \$13,771 as of May 31, 1997.

Contingency Account: The 1997-98 General Fund budget contains a contingency appropriation of \$35,000.

Underbudgeted Revenues: A comparison of 1994-95 actual revenues with those budgeted for 1997-98 reveals no significant understatements, yet it does reveal a small increase in taxes.

Table 7
General Fund Revenue Comparison

	<i>1995</i> <i>Actual</i>	<i>1996</i> <i>Actual</i>	<i>1997</i> <i>Actual</i>	<i>1998</i> <i>Actual</i>
Real Property Tax Items	\$2,272,452	\$2,326,620	\$2,446,339	\$2,474,118
Other Tax Items	119,506	121,231	126,542	105,612
Non Property Tax Items	875,770	863,597	966,100	980,650
Departmental Income	55,953	46,255	54,288	53,450
Intergovernmental	74,347	83,455	105,605	94,575
Use of Money and Property	28,352	43,459	45,292	42,000
Licenses & Permits	9,870	9,949	9,755	5,360
Fines/Fortfitures	29,487	38,149	36,355	30,000
Sale of Property	23,479	8,968	10,848	6,000
Miscellaneous	45,734	31,321	44,691	33,000
Interfund	118,400	129,900	131,000	131,000
Retirement Credits		636		
Federal Aid	46,727			
State Aide*	241,960	214,257	228,270	214,900
TOTAL	\$3,942,037	\$3,917,797	\$4,205,085	\$4,170,665

Over budgeted Expenses: A comparison of the recent actual results with what has been budgeted for 1997-98 reveals that expenses are projected to increase significantly in the General Government category.

Table 8
FY 1995 to FY 1998
General Fund
Expense Comparison

	<i>1995</i> <i>Actual</i>	<i>1996</i> <i>Actual</i>	<i>1997</i> <i>Actual</i>	<i>1998</i> <i>Actual</i>
General Government	\$532,865	\$487,457	\$513,897	\$622,146
Education			3,027	2,000
Public Safety	1,466,494	1,492,549	1,526,031	1,498,647
Health	306	342	339	300
Transportation	775,495	776,967	776,587	873,204
Economic Asst. & Opportunity	67,112	66,640	65,144	27,150
Culture & Recreation	168,448	148,721	180,576	197,023
Home & Community Services	48,974	38,971	33,585	56,312
Employee Benefits	409,867	379,302	377,082	395,609
Debt	49,120	113,071	134,018	143,200
Transfers	366,141	423,934	480,703	505,074
TOTAL	3,884,822	\$3,927,954	\$4,090,989	\$4,320,665

This increase appears attributable to increase in unallocated insurance. Central garage and the contingency account.

IMPACT OF ONE PERCENT RAISE

The following table shows the impact of a one percent raise in the Police Department salary and wages:

***Table 9
Impact of Department of Police Department Raises***

<i>1997-98 Police Department Salary and Wages</i>	<i>\$935,003</i>
<i>Each One Percent</i>	<i>9,350</i>

This cost is somewhat overstated since it includes non bargaining unit personnel

In addition to this cost there would be rollups for pensions amounting to approximately 15%.

The Village's Position regarding Ability to Pay

The Village points out that although they have maintained an adequate fund balance, it would be inappropriate for this Panel to make an award beyond what is fiscally prudent for the Village to pay.

According to the Village, this Panel must consider the overall financial picture of the Village, the economic environment, and the total tax burden of the Village's citizens.

Village Treasurer, Daniel Case, testified regarding the details of following communication he prepared for Village Attorney Dawn Schmidt:

Re: Alcoa Settlement

Dear Dawn,

On August 27, 1997, the Town of Massena and the Aluminum Company of America (Alcoa) entered into a Stipulation of Settlement which reduced Alcoa's taxable assessed value on properties in the Town of Massena by \$28,750,000. In addition, St. Lawrence County, the Town of Massena, and the Massena Central School District agreed to refund to Alcoa \$2,200,000 for tax years 1994/95 and 1995/96, in the amounts of \$684,154, \$254,393, and \$1,260,453, respectively.

The ramifications of this settlement are now beginning to be felt by the residents of Massena as new budgets are developed for the entities involved.

According to Massena Central School's Business Manager, Cynthia Yaeger, the school district had projected about a 2.9% increase in the tax rate for 1997/98, from \$12.09 to \$12.44 per thousand, prior to the Alcoa settlement in August. Following the announcement of the settlement however, and due to the change in assessment values, the School Board was forced to raise taxes to \$12.96 per thousand in Massena, an increase of about 7.2%, and a whopping 149% change from the increase that property owners were expecting. And, also according to Ms. Yaeger, the school district has not yet begun to repay their share of the \$2.2 million in rebates due to Alcoa. The first of three interest free installments is due on or before July 1, 1999, and hence, will be reflected in future tax rates.

The Town of Massena has recently released its preliminary budget for 1998 and it shows about a 25% increase in the tax rate, which officials attribute in large part to the Alcoa settlement and the resulting loss of revenues (i.e., sales tax, state revenue sharing) that are based on the assessed value of property in the Town. The tax rate is expected to increase from \$1.93 to \$2.42 per thousand.

While this change in Alcoa's taxable assessed value does not directly impact the Village of Massena's tax rate, it certainly does affect all of Massena's taxpayers, most of whom live within the village limits, and pay Town/County, School, and Village taxes. As the industries see their tax bills reduced, the residential tax payers of Massena will continue to see their tax bills increased. The question becomes one of how many more increases can be born by residential property owners. In that General Motors Corporation has yet to settle its dispute with the Town over its assessment, it would appear that the tax burden will get heavier before it gets any lighter for Village residents.

Sincerely,

Daniel Case
Village Treasurer

The Village also compared financial resources with surrounding comparable communities, submitting the following data for our consideration:

<u>Municipality</u>	<u>Type</u>	<u>1990 Population</u>	<u>1989 Per Cap Income</u>	<u>1993 Full Val Tax Rate</u>	<u>1993 Full Val Tax Levy</u>	<u>1993 Const. Tax Full Val Per Cap Exhausted</u>	<u>1993 Const. Tax Full Val Limit</u>
CANTON	VILL	6,379	\$10,052	\$7.85	\$686,683	\$13,718	46.09%
GOUVERNEUR	VILL	4,604	\$9,205	\$8.14	\$646,080	\$17,227	52.42%
MALONE	VILL	6,777	\$10,438	\$13.99	\$1,613,083	\$17,020	67.53%
MASSENA	VILL	11,719	\$16,018	\$12.86	\$2,052,018	\$13,616	58.39%
OGDENSBURG	CITY	13,521	\$11,213	\$15.08	\$2,670,352	\$13,102	78.44%
POTSDAM	VILL	10,251	\$9,300	\$14.85	\$1,708,065	\$11,223	67.85%

WAGES

PPA's Position Regarding Wages

The PPA contends that their proposal to increase wages by 6% per year is reasonable because it will allow a Massena police officer to earn wages comparable with police units in similar communities. It is the PPA's position that Massena's police officers are presently being paid well below their fellow officers, both on average and at the median level. In fact, Massena's starting police officer's salary is 24.7% below average for the expired contract's final year and no better than 30.95% below the median.

The PPA submitted comparable data for this Panel's consideration, which follows below on pages 13 through 32, some of which has been condensed by the Panel for purposes of this report.

STARTING SALARIES (chart 3)

UNIT	1995-1996	1996-1997	1997-1998
Canton	25,314	25,694	26,079
Endicott	23,000	23,690	24,341
Gouverneur	24,226	25,074	25,951
Herkimer	20,405	21,008	21,632
Ilion (12/31)	25,015	25,765	26,538
Johnson City	23,000	23,000	23,000
Malone	18,000	18,765	19,469
Newark	24,718	25,460	24,000
Ogdensburg (12/31)	22,212	22,879	22,879
Plattsburg (6/30)	19,339	19,871	20,467
Potsdam	26,285	26,943	27,482
St. Lawrence Co. Sheriff (12/31)	26,889	27,561	27,561
Average Starting Salary*	23,200	23,809	24,117
Massena Starting Salary	18,500	18,500	18,500
Differential	-25.41%	-28.70%	-30.36%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

STARTING SALARIES (chart 7)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Starting Salary*	24,226	24,382	24,170
Massena Starting Salary	18,500	18,500	18,500
Differential	-30.95%	-31.79%	-30.65%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

STARTING SALARIES - (VILLAGES ONLY) (chart 38)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Starting Salary*	23,329	23,933	24,277
Massena Starting Salary	18,500	18,500	18,500
Differential	-26.10%	-29.37%	-31.23%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

STARTING SALARIES - (VILLAGES ONLY) (chart 42)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Starting Salary*	24,469	25,074	24,341
Massena Starting Salary	18,500	18,500	18,500
Differential	-32.26%	-35.54%	-31.57%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

STARTING SALARIES NORTH COUNTRY JURISDICTIONS (chart 73)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Starting Salary*	23,076	23,729	24,229
Massena Starting Salary	18,500	18,500	18,500
Differential	-24.74%	-28.26%	-30.97%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

STARTING SALARIES NORTH COUNTRY JURISDICTIONS (chart 77)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Starting Salary*	24,226	25,074	25,951
Massena Starting Salary	18,500	18,500	18,500
Differential	-30.95%	-35.53%	-40.28%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

ALL JURISDICTIONS	1995-1996	1996-1997	1997-1998
Average	23,200	23,809	24,117
Massena +2%	18,500	18,870	19,247
Differential	-25.41%	-26.17%	-25.30%
Average	23,200	23,809	24,117
Massena +3%	18,500	19,055	19,627
Differential	-25.41%	-24.95%	-22.88%
Average	23,200	23,809	24,117
Massena +4%	18,500	19,240	20,010
Differential	-25.41%	-23.75%	-20.52%
Average	23,200	23,809	24,117
Massena +5%	18,500	19,425	20,396
Differential	-25.41%	-22.57%	-18.24%
Average	23,200	23,809	24,117
Massena +6%	18,500	19,610	20,787
Differential	-25.41%	-21.41%	-16.02%

VILLAGES ONLY	1995-1996	1996-1997	1997-1998
Average	23,329	23,933	24,277
Massena +2%	18,500	18,870	19,247
Differential	-26.10%	-26.83%	-26.13%
Average	23,329	23,933	24,277
Massena +3%	18,500	19,055	19,627
Differential	-26.10%	-25.60%	-23.69%
Average	23,329	23,933	24,277
Massena +4%	18,500	19,240	20,010
Differential	-26.10%	-24.39%	-21.32%
Average	23,329	23,933	24,277
Massena +5%	18,500	19,425	20,396
Differential	-26.10%	-23.21%	-19.03%
Average	23,329	23,933	24,277
Massena +6%	18,500	19,610	20,787
Differential	-26.10%	-22.04%	-16.79%

NORTH COUNTRY JURISDICTIONS	1995-1996	1996-1997	1997-1998
Average	23,076	23,729	24,229
Massena +2%	18,500	18,870	19,247
Differential	-24.74%	-25.75%	-25.88%
Average	23,076	23,729	24,229
Massena +3%	18,500	19,055	19,627
Differential	-24.74%	-24.53%	-23.45%
Average	23,076	23,729	24,229
Massena +4%	18,500	19,240	20,010
Differential	-24.74%	-23.33%	-21.08%
Average	23,079	23,729	24,229
Massena +5%	18,500	19,425	20,396
Differential	-24.74%	-22.16%	-18.79%
Average	23,079	23,729	24,229
Massena +6%	18,500	19,610	20,787
Differential	-24.74%	-21.00%	-16.56%

The PPA contends that, based on the above statistical data, even if this Panel were to award their requested 6% per year pay raise, Massena's police rookies would still be over 16% behind the average police rookie.

The PPA maintains that their current salaries for both the first and fifth year police officers are still well behind its sister communities. The following charts were submitted for this Panel's consideration:

SALARIES AT FIRST YEAR (chart 10)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Salary at 1st Year*	27,129	27,847	28,460
Massena Salary at 1st Year	24,807	24,807	24,807
Differential	-9.37%	-12.25%	-14.73%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

SALARIES AT FIRST YEAR (chart 14)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Salary at 1st Year*	27,131	27,600	28,084
Massena Salary at 1st Year	24,807	24,807	24,807
Differential	-9.37%	-11.26%	-13.21%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

SALARIES AT FIRST YEAR - VILLAGES ONLY (chart 45)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Salary at 1st Year*	27,512	28,253	28,986
Massena Salary at 1st Year	24,807	24,807	24,807
Differential	-10.9%	-13.89%	-16.85%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

SALARIES AT FIRST YEAR - VILLAGES ONLY (chart 49)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Salary at 1st Year*	27,500	27,699	28,668
Massena Salary at 1st Year	24,807	24,807	24,807
Differential	-10.86%	-11.66%	-15.56%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**SALARIES AT FIRST YEAR
NORTH COUNTRY JURISDICTIONS (chart 80)**

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Salary at 1st Year*	26,472	27,230	27,819
Massena Salary at 1st Year	24,807	24,807	27,817
Differential	-6.71%	-9.77%	-12.14%

*Excluding Massena Note: Contracts expire May 31st, unless noted otherwise.

**SALARIES AT FIRST YEAR
NORTH COUNTRY JURISDICTIONS (chart 84)**

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Salary at 1st Year*	25,805	26,582	27,377
Massena Salary at 1st Year	24,807	24,807	24,807
Differential	-4.02%	-7.16%	-10.36%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

ALL JURISDICTIONS	1995-1996	1996-1997	1997-1998
Average	27,129	27,847	28,460
Massena +2%	24,807	25,303	25,809
Differential	-9.37%	-10.05%	-10.27%
Average	27,129	27,847	28,460
Massena +3%	24,807	25,551	26,318
Differential	-9.37%	-8.99%	-8.14%
Average	27,129	27,847	28,460
Massena +4%	24,807	25,799	26,831
Differential	-9.37%	-7.94%	-6.07%
Average	27,129	27,847	28,460
Massena +5%	24,807	26,047	27,350
Differential	-9.37%	-6.91%	-4.06%
Average	27,129	27,847	28,460
Massena +6%	24,807	26,295	27,873
Differential	-9.37%	-5.90%	-2.11%

VILLAGES ONLY	1995-1996	1996-1997	1997-1998
Average	27,512	28,253	28,986
Massena +2%	24,807	25,303	25,809
Differential	-10.90%	-11.66%	-12.31%
Average	27,512	28,253	28,986
Massena +3%	24,807	25,551	26,318
Differential	-10.90%	-9.51%	-10.14%
Average	27,512	28,253	28,986
Massena +4%	24,807	26,047	26,831
Differential	-10.90%	-8.47%	-8.03%
Average	27,512	28,253	28,986
Massena +5%	24,807	25,799	27,350
Differential	-10.90%	-9.51%	-5.98%
Average	27,512	28,253	28,986
Massena +6%	24,807	25,295	27,873
Differential	-10.90%	-7.45%	-3.99%

NORTH COUNTRY JURISDICTIONS	1995-1996	1996-1997	1997-1998
Average	26,472	27,230	27,819
Massena +2%	24,807	25,303	25,809
Differential	-6.71%	-7.62%	-7.79%
Average	26,472	27,230	27,819
Massena +3%	24,807	25,551	26,318
Differential	-6.71%	-6.57%	-5.70%
Average	26,472	27,230	27,819
Massena +4%	24,807	25,799	26,831
Differential	-6.71%	-5.55%	-3.68%
Average	26,472	27,230	27,819
Massena +5%	24,807	26,047	27,350
Differential	-6.71%	-4.54%	-1.71%
Average	26,472	27,230	27,819
Massena +6%	24,807	26,295	27,873
Differential	-6.71%	-3.56%	+0.19%

SALARIES AT 5TH YEAR (chart 17)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Salary at 5th Year*	31,670	32,615	33,324
Massena Salary at 5th Year	33,143	33,143	33,143
Differential	+4.44%	+1.59%	-.55%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

SALARIES AT 5TH YEAR (chart 21)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Salary at 5th Year*	31,229	32,088	32,728
Massena Salary at 5th Year	33,143	33,143	33,143
Differential	+5.77%	+3.18%	+1.25%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

SALARIES AT 5TH YEAR - VILLAGES ONLY (chart 52)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Salary at 5th Year*	31,703	32,677	33,505
Massena Salary at 5th Year	33,143	33,143	33,143
Differential	+4.34%	+1.41%	-1.09%

*Excluding Massena Note: Contracts expire May 31st, unless noted otherwise.

SALARIES AT 5TH YEAR - VILLAGES ONLY (chart 56)

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Salary at 5th Year*	31,060	31,992	33,272
Massena Salary at 5th Year	33,143	33,143	33,143
Differential	+6.28%	+3.47%	-3.9%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**SALARIES AT 5TH YEAR
NORTH COUNTRY JURISDICTIONS (chart 87)**

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Average Salary at 5th Year*	30,561	31,431	32,117
Massena Salary at 5th Year	33,143	33,143	33,143
Differential	+7.79%	+5.17%	+3.10%

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**SALARIES AT 5TH YEAR
NORTH COUNTRY JURISDICTIONS (chart 91)**

UNIT	1995-1996	1996-1997	1997-1998
Individual Unit Statistics Omitted			
Median Salary at 5th Year*	30,040	31,091	32,179
Massena Salary at 5th Year	33,143	33,143	33,143
Differential	+9.36%	+6.19%	+2.91%

*Excluding Massena Note: Contracts expire May 31st, unless noted otherwise

Nevertheless, the PPA acknowledges that Massena police officers at the top salary level are better compensated, on average, than their comparable peers. However, as demonstrated by the following individual unit comparison, the PPA contends that Massena's relative position is no better than "middle of the pack."

TOP SALARY - 1996 (chart 25)

Endicott	37,200
Johnson City (4th year)	36,729
Canton (3rd Year)	33,947
Ogdensburg (12/31) (8th Year)	33,774
Plattsburg (6/30) (5th Year)	33,436
Potsdam (6th Year)	33,475
Massena (5th Year)	33,143
St. Lawrence Co. Sheriff (12/31) (4th Year)	31,398
Newark (2nd Year)	31,060
Gouverneur (5th Year)	30,040
Malone (6th Year)	29,614
Ilion (12/31) (4th Year)	28,890
Herkimer (4th Year)	27,019

Note: Contracts expire May 31st, unless noted otherwise.

TOP SALARY - 1997 (chart 26)

Endicott (2nd Year)	38,316
Johnson City (4th Year)	38,198
Ogdensburg (12/31) (8th Year)	24,787
Canton (3rd Year)	34,456
Plattsburg (6/30) (5th Year)	34,335
Potsdam (6th Year)	34,312
Massena (5th year)	33,143
St. Lawrence Co. Sheriff (12/31) (4th Year)	32,183
Newark (2nd Year)	31,992
Gouverneur (5th Year)	31,091
Malone (6th Year)	30,873
Ilion (12/31) (4th Year)	29,757
Herkimer (4th Year)	27,830

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

TOP SALARY - 1998 (chart 27)

Endicott (2nd Year)	39,370
Johnson City (4th Year)	38,198
Plattsburg (6/30) (5th Year)	35,386
Potsdam (6th Year)	34,998
Canton (3rd Year)	34,973
Ogdensburg (12/31) (8th Year)	34,787
Newark (2nd Year)	33,272
Massena (5th Year)	33,143
St. Lawrence Co. Sheriff (12/31) (4th Year)	32,183
Gouverneur (5th Year)	32,179
Malone (6th Year)	32,031
Ilion (12/31) (4th Year)	30,649
Herkimer (4th Year)	28,683

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY
NORTH COUNTRY JURISDICTIONS - 1996 (chart 95)**

Canton (3rd Year)	33,947
Ogdensburg (12/31) (8th Year)	33,774
Potsdam (6th Year)	33,475
Plattsburg (6/30) (5th Year)	33,436
Massena	33,143
St. Lawrence Co. Sheriff (12/31) (4th Year)	31,398
Gouverneur (5th Year)	30,040
Malone (6th Year)	29,614
Ilion (12/31) (4th Year)	28,890
Herkimer (4th Year)	27,019

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY
NORTH COUNTRY JURISDICTIONS - 1997 (chart 96)**

Ogdensburg (12/31) (8th Year)	34,787
Canton (3rd Year)	34,456
Plattsburg (6/30) (5th Year)	34,335
Potsdam (6th Year)	34,312
Massena	33,143
St. Lawrence Co. Sheriff (12/31) (4th Year)	32,183
Gouverneur (5th Year)	31,091
Malone (6th Year)	30,873
Ilion (12/31) (4th Year)	29,757
Herkimer (4th Year)	27,830

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY
NORTH COUNTRY JURISDICTIONS - 1998 (chart 97)**

Plattsburg (6/30) (5th Year)	35,386
Potsdam (6th Year)	34,998
Canton (3rd Year)	34,973
Ogdensburg (12/31) (8th Year)	34,787
Massena	33,143
St. Lawrence Co. Sheriff (12/31) (4th Year)	32,183
Gouverneur (5th Year)	32,179
Malone (6th Year)	32,031
Ilion (12/31) (4th Year)	30,649
Herkimer (4th Year)	28,683

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

The PPA contends that the lower than average salary trend continues into the sergeants' pay level, as demonstrated by the following charts:

TOP SALARY - SERGEANTS - 1996 (chart 32)

Endicott	40,678
Johnson City	39,999
Ogdensburg (12/31)	38,642
Canton	38,190
Potsdam	36,937
Massena	36,832
St. Lawrence Co. Sheriff (12/31)	34,385
Ilion (12/31)	34,191
Plattsburg (6/30)	34,159
Malone	34,057
Newark	33,209
Gouverneur	32,138
Herkimer	28,704

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

TOP SALARY - SERGEANTS - 1997 (chart 33)

Endicott	41,898
Johnson City	41,599
Ogdensburg (12/31)	39,801
Canton	38,763
Potsdam	37,855
Massena	36,832
Malone	35,504
St. Lawrence Co. Sheriff (12/31)	35,245
Ilion (12/31)	35,217
Plattsburg (6/30)	35,098
Newark	34,206
Gouverneur	33,263
Herkimer	29,702

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

TOP SALARY - SERGEANTS - 1998 (chart 34)

Endicott	43,050
Johnson City	41,599
Ogdensburg (12/31)	39,801
Canton	39,344
Potsdam	38,612
Malone	36,836
Massena	36,832
Ilion (12/31)	36,273
Plattsburg (6/30)	36,151
St. Lawrence Co. Sheriff (12/31)	36,126
Newark	35,574
Gouverneur	34,427
Herkimer	30,742

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY - SERGEANTS
VILLAGES ONLY - 1996 (chart 67)**

Endicott	40,678
Johnson City	39,999
Canton	38,190
Potsdam	36,932
Massena	36,832
Ilion (12/31)	34,191
Malone	34,057
Newark	33,209
Gouverneur	32,138
Herkimer	28,704

*Excluding Massena

**TOP SALARY - SERGEANTS
VILLAGES ONLY - 1997 (chart 68)**

Endicott	41,898
Johnson City	41,599
Canton	38,763
Potsdam	37,855
Massena	36,832
Malone	35,504
Ilion (12/31)	35,217
Newark	34,206
Gouverneur	33,263
Herkimer	29,702

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY - SERGEANTS
VILLAGES ONLY - 1998 (chart 69)**

Endicott	43,050
Johnson City	41,599
Canton	39,344
Potsdam	38,612
Malone	36,836
Massena	36,832
Ilion (12/31)	36,273
Newark	35,574
Gouverneur	34,427
Herkimer	30,742

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY - SERGEANTS
NORTH COUNTRY JURISDICTIONS - 1996 (chart 103)**

Ogdensburg (12/31)	38,642
Canton	38,190
Potsdam	36,932
Massena	36,832
St. Lawrence Co. Sheriff (12/31)	34,385
Ilion (12/31)	34,191
Plattsburg (6/30)	34,159
Malone	34,057
Gouverneur	32,138
Herkimer	28,704

*Excluding Massena

Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY - SERGEANTS
NORTH COUNTRY JURISDICTIONS - 1997 (chart 104)**

Ogdensburg (12/31)	39,801
Canton	38,763
Potsdam	37,855
Massena	36,832
Malone	35,504
St. Lawrence Co. Sheriff (12/31)	35,245
Ilion (12/31)	35,217
Plattsburg (6/30)	35,098
Gouverneur	33,263
Herkimer	29,702

*Excluding Massena Note: Contracts expire May 31st, unless noted otherwise.

**TOP SALARY - SERGEANTS
NORTH COUNTRY JURISDICTIONS - 1998 (chart 105)**

Ogdensburg (12/31)	39,801
Canton	39,344
Potsdam	38,612
Malone	36,836
Massena	36,832
Ilion (12/31)	36,273
Plattsburg (6/30)	36,151
St. Lawrence Co. Sheriff (12/31)	36,126
Gouverneur	34,427
Herkimer	30,742

*Excluding Massena Note: Contracts expire May 31st, unless noted otherwise.

The PPA points out that the average arbitrated wage increase for 1995 was 4.15%, and was 4.44% for 1996. The PPA argues that their 6% wage proposal for each year of a 2-year contract will only maintain the status quo for Massena's police personnel as compared to similar police communities.

The Village's Position

The Village points out that the Department of Public Works Union members received a 2% increase in their recent contract negotiations. According to the Village, they have historically maintained parity between their bargaining units. If contract awards or settlements appear to heavily favor one unit over another, the integrity of the negotiation process suffers.

The Village also contends that their offer of a proposed 2% wage increase for June 1, 1996 through May 31, 1997, and a 2% wage increase for June 1, 1997 through May 31, 1998, represents a fair wage increase when the salaries of a Massena police officer are compared with salaries of other departments in the North Country. The Village submitted the following comparable data for this Panel's consideration:

**June 1996
MASSENA POLICE PROTECTIVE ASSOCIATION**

Village Proposed Increase of 2%	2%	2%
06/01/95 - 05/31/96	06/01/96 - 06/31/97	06/31/97 - 07/01/98
START \$18,500.00	\$18,870.00	\$19,247.40
STEP 2 \$24,206.97	\$24,691.11	\$25,184.93
STEP 3 \$27,185.76	\$27,729.48	\$28,284.06
STEP 4 \$30,164.54	\$30,767.84	\$31,383.20
STEP 5 \$33,143.32	\$33,806.19	\$34,482.31
SERGEANT		
START \$34,247.21	\$34,932.15	\$35,630.80
STEP 2 \$35,529.36	\$36,239.95	\$36,964.75
Step 3 \$36,831.51	\$37,568.14	\$38,319.50
DETECTIVE SERGEANT		
START \$37,078.36	\$37,819.93	\$38,576.33
STEP 2 \$38,352.48	\$39,119.53	\$39,901.92
STEP 3 \$39,626.61	\$40,419.14	\$41,227.53

Note: 13 out of 15 Patrolmen are 5th step. All four Sergeants are step 3.

PATROLMAN'S TOP SALARY

COMPARISON OF SURROUNDING JURISDICTIONS

LOCATION	6/1/95 - 5/31/96	6/1/96 - 6/31/97	6/1/97 - 7/31/98
VILLAGE OF MASSENA **	\$33,143.32	\$33,806.19	\$34,482.31
VILLAGE OF POTSDAM	\$33,893.50	\$34,655.00	\$34,998.00♦
VILLAGE OF CANTON	\$33,947.00	\$34,456.00	\$34,973.00
CITY OF OGDENSBURG	\$33,242.50	\$34,280.50	\$34,787.00♦
VILLAGE OF GOUVERNEUR	\$30,565.25	\$31,635.00	\$32,179.11♦
VILLAGE OF MALONE	\$29,614.00	\$30,873.00	\$32,031.00
COUNTY SHERIFF***	\$31,941.50	\$32,740.00	\$33,144.00♦
AVERAGE*	\$32,200.63	\$33,106.58	\$33,685.35
MASSENA**	\$33,143.32	\$33,806.19	\$34,482.31
MASSENA DIFFERENTIAL	+\$942.69	+\$699.61	+\$796.96
PERCENT	+2.93%	+2.11%	+2.37%

*Excluding Massena

**Based upon 2% increase agreed to by Village

Note: 13 out of 15 Patrolman are 5th step (top salary)

***Based upon top salary for Patrolman with over 20 years of service (top salary)

♦Based upon year 1997 salary

PATROLMAN'S TOP SALARY

COMPARISON OF SURROUNDING JURISDICTIONS

LOCATION	6/1/95 - 5/31/96	6/1/96 - 6/31/97	6/1/97 - 7/31/98
VILLAGE OF MASSENA**	\$33,143.32	\$33,806.19	\$34,482.31
VILLAGE OF POTSDAM	\$33,893.50	\$34,655.00	----
VILLAGE OF CANTON	\$33,947.00	\$34,456.00	\$34,973.00
CITY OF OGDENSBURG	\$33,242.50	\$34,280.50	----
VILLAGE OF GOUVERNEUR	\$30,565.25	\$31,635.00	----
VILLAGE OF MALONE	\$29,614.00	\$30,873.00	\$32,031.00
COUNTY SHERIFF***	\$31,941.50	\$32,740.00	----
AVERAGE*	\$32,200.63	\$33,106.58	\$33,502.00
MASSENA**	\$33,143.32	\$33,806.19	\$34,482.31
MASSENA DIFFERENTIAL	+\$942.69	+\$699.61	+\$980.31
PERCENT	+2.93%	+2.11%	+2.93%

*Excluding Massena

**Based upon 2% increase agreed to by Village

Note: 13 out of 15 Patrolman are 5th step (top salary)

***Based upon top salary for patrolman with over 20 years of service (top salary)

SERGEANT TOP SALARY

COMPARISON OF SURROUNDING JURISDICTIONS

LOCATION	6/1/95 - 5/31/96	6/1/96 - 5/31/97	6/1/97 - 5/31/98
VILLAGE OF MASSENA*	\$36,831.51	\$37,568.14	\$38,319.50
VILLAGE OF POTSDAM	\$37,393.50	\$38,233.00	\$38,612.00♦
VILLAGE OF CANTON	\$38,190.00	\$38,763.00	\$39,344.00
CITY OF OGDENSBURG	NONE	NONE	NONE
VILLAGE OF GOUVERNEUR**	\$32,700.84	\$33,845.37	\$34,427.47♦
VILLAGE OF MALONE	\$34,056.00	\$35,504.00	\$36,836.00
COUNTY SHERIFF***	\$35,741.50	\$36,635.50	\$37,088.00♦
AVERAGE TOP SALARY	\$35,616.37	\$36,596.17	\$37,261.49
MASSENA TOP SALARY	\$36,831.51	\$37,568.14	\$38,319.50
MASSENA DIFFERENTIAL	+\$1,215.14	+\$972.00	+\$1,058.01
PERCENT	+3.41%	+2.66%	+2.84%

*All four (4) Sergeants are in step 3. Therefore step 3 (top salary) is best comparison. Reflects final Village offer of 2% increase in wages.

**Salary for Officer with over 5 years used (top salary).

***Top salary for officer with over 20 years used (top salary).

♦Based upon year 1997 salary.

SERGEANT TOP SALARY

COMPARISON OF SURROUNDING JURISDICTIONS

LOCATION	6/1/95 - 5/31/96	6/1/96 - 5/31/96	6/1/97 - 5/31/98
VILLAGE OF MASSENA*	\$36,831.51	\$37,568.14	\$38,319.50
VILLAGE OF POTSDAM	\$37,393.50	\$38,233.00	-----
VILLAGE OF CANTON	\$38,190.00	\$38,763.00	\$39,344.00
CITY OF OGDENSBURG	NONE	NONE	NONE
VILLAGE OF GOUVERNEUR**	\$32,700.84	\$33,845.37	-----
VILLAGE OF MALONE	\$34,056.00	\$35,504.00	\$36,836.00
COUNTY SHERIFF***	\$35,741.50	\$36,635.50	-----
AVERAGE TOP SALARY	\$35,616.37	\$36,596.17	\$38,090.00
MASSENA TOP SALARY	\$36,831.51	\$37,568.14	\$38,319.50
MASSENA DIFFERENTIAL	+\$1,215.14	+\$972.00	+\$229.50
PERCENT	+3.41%	+2.66%	+.60%

*All four (4) Sergeants are in step 3. Therefore step 3 (top salary) is best comparison. Reflects final Village offer of 2% increase in wages.

**Salary for Officer with over 5 years used (top salary).

***Top salary for officer with over 20 years used (top salary).

June 1996

DETECTIVE SERGEANT

TOP SALARY

LOCATION	6/1/95 - 5/31/96	6/1/96 - 5/31/97	6/1/97 - 5/31/98
VILLAGE OF MASSENA	\$39,626.61	\$40,419.14	\$41,227.53
VILLAGE OF POTSDAM	NONE	NONE	NONE
VILLAGE OF CANTON	\$38,190.00	\$38,763.00	\$39,344.00
CITY OF OGDENSBURG	NONE	NONE	NONE
VILLAGE OF GOUVERNEUR	NONE	NONE	NONE
VILLAGE OF MALONE	NONE	NONE	NONE
COUNTY SHERIFF	\$35,741.50	\$36,635.50	\$37,088.00♦
AVERAGE TOP SALARY**	\$36,965.75	\$37,699.25	\$38,216.00
MASSENA TOP SALARY	\$39,626.61	\$40,419.40	\$41,277.53
MASSENA DIFFERENTIAL	+\$2,660.86	+\$2,719.89	+\$3,061.53
PERCENT	+7.20%	+7.21%	+8.01%

*Reflects Village's Proposed Increases

♦Based upon 1997 Salary

**Excluding Massena

JUNE 1, 1996

MASSENA POLICE DEPARTMENT

CURRENT COMPOSITION

OFFICER	RANK	START DATE
MICHAEL KROEGER	3RD STEP D/SGT.	05-02-76
GERALD SHARLOW	3RD STEP SGT.	07-19-78
DOUGLAS KASSIAN	3RD STEP SGT.	10-06-82
MICHAEL LECUYER	3RD STEP SGT.	06-05-83
JOHN MACPHERSON	3RD STEP SGT.	05-04-82
RANDY CURRIER	5TH STEP PTL.	05-21-79
MICHAEL OLSON	5TH STEP PTL.	09-05-80
TED MCGOWN	5TH STEP PTL.	01-20-84
KEN LABARGE	5TH STEP PTL.	02-12-90
MARK LABRAKE	5TH STEP PTL.	05-27-90
ANTHONY FIACCO	5TH STEP PTL.	02-25-91
PATRICK SERGUSON	5TH STEP PTL.	02-25-91
SCOTT ROGERS	5TH STEP PTL.	06-01-92
JOSEPH BROWN	5TH STEP PTL.	01-10-93
WILLIAM LASHOMB	5TH STEP PTL.	01-11-93
CHRISTOPHER DITULLIO	5TH STEP PTL.	11-05-93
DION DURANT	5TH STEP PTL.	05-26-94
EDWARDS CLARY	5TH STEP PTL.	01-31-95
JOHN HOLMES	2ND STEP PTL.	01-19-96
JONATHAN RYAN	2ND STEP PTL.	01-19-96

The Village also contends that because of a minimum manning clause in the Parties' contract, a Massena police officer's total compensation, i.e., salary plus overtime, must be considered. The following data was submitted for this Panel's consideration:

JUNE 1, 1995 - MAY 31, 1996

MASSENA POLICE DEPARTMENT

COMPARISON OF STRAIGHT SALARY TO AMOUNT RECEIVED

OFFICER	STRAIGHT SALARY	AMOUNT RECEIVED
MICHAEL KROEGER	\$39,626.61	\$49,388.31
GERALD SHARLOW	\$36,831.51	\$54,466.73
DOUGLAS KASSIAN	\$36,831.51	\$41,073.26
MICHAEL LECUYER	\$36,831.51	\$43,757.26
JOHN MACPHERSON	\$36,831.51	\$45,415.76
RANDY CURRIER	\$33,467.44	\$39,398.20
MICHAEL OLSON	\$33,143.32	\$42,479.43
TED MCGOWN	\$33,143.32	\$39,661.60
KEN LABARGE	\$33,143.32	\$43,784.83
MARK LABRAKE	\$33,143.32	\$41,978.15
ANTHONY FIACCO	\$33,143.32	\$52,199.79
PATRICK SERGUSON	\$33,143.32	\$44,736.69
SCOTT ROGERS	\$33,143.32	\$45,016.01
JOSEPH BROWN	\$33,143.32	\$40,337.29
WILLIAM LASHOMB	\$33,143.32	\$40,920.54
CHRISTOPHER DITULLIO	\$33,143.32	\$41,410.47
DION DURANT	\$33,143.32	\$36,847.60
EDWARDS CLARY	\$33,143.32	\$39,231.52

DISCUSSION

This Panel has carefully reviewed the comprehensive salary data submitted by the Parties to arrive at its determination of an appropriate compensation package that is within the ability of the Village to afford.

Looking, first, at the comparable salary information for starting salaries of police officers, the Panel concludes that the data supports the PPA's assertion that the Village's beginning salaries are low. Although the Village acknowledges this fact, it points out that currently there are no first year police officers on the force and maintains that it has not had difficulty recruiting police personnel.

However, the Panel finds that Massena's police officers fifth (5th) step salary for the 1995-96 is equal to, or better than, current top level salaries of comparable police departments in the North Country. For example, the 1995-96 salary of a fifth year Massena police officer was \$33,143, while the average North Country police officer earned \$30,561 — a pay differential of +7.79%. Comparing the 1995-1996, Massena police officer 5th year salary of \$33,143 with the 1996-97 average salary of their counterparts of \$31,431 — shows a differential of +5.17%. Lastly, for 1997-1998, the average police officer will earn \$33,143, while other comparable jurisdictions on average pay \$32,117 — a differential of +3.10%. (See PPA chart 87 and charts submitted by the Village.)

If we examine the median salary of fifth year police officers, we also find that Massena police personnel are paid at or above the median of North Country jurisdictions. For example, the median salary for 1995-1996 was \$ 30,040 while a Massena police officer earned \$ 33,143 — a differential of + 9.36%. For 1996-1997, the median salary was \$ 31,091, compared with Massena's top step 1995-96 salary of \$ 33,143 — a differential of +6.19%. Lastly, for 1997-1998, the median salary paid was \$ 32,179, compared with Massena's 1995-96 top step salary of \$ 33,143 — a differential of +2.91%. (See PPA chart 91.)

It is also noteworthy that thirteen (13) of the fifteen (15) patrolmen employed by the Village are at the fifth (top) salary step; all four sergeants are at step 3 (top step) and the detective sergeant is at step 3 (top step) .

It is only when we compare starting salaries and salaries at the first salary increment level, and include jurisdictions from outside the North Country, that we find Massena police personnel salaries to be below the average and median salary. (See PPA charts 3, 7, 10, 14, 38, 42, 45, 49, 73, 80, and 84.)

Based on the above comparable data submitted, this Panel is persuaded that: 1) a reasonable pay adjustment should be made in excess of the 2% offered by the Village, in light of the low starting level salaries, and, 2) the 6% increase proposed by the PPA is too rich.

Turning to the issue of the Village's ability to pay, the Panel has been persuaded by Mr. Fennel's report that the Village does have the resources to support a pay raise above two (2) %. The Village has had three successive years of budget surplus: \$83,091 for 1995; \$63,343 for 1996 and \$169,378 for 1997. While a budget surplus, alone, does not justify spending additional dollars for pay raises, it is a significant indicator of the financial stability of the Village and the available resources to fund an award by this Panel.

Moreover, the Village's taxing margin of \$ 1,308,037 represents only 36.2% of its limit for fiscal years 1996 and 1997.

Lastly, this Panel has rejected the Village's argument that the PPA's pay raises should be limited to those of the Village's other bargaining units, citing the 2% raises per year for the employees of the Department of Public Works. Following the statutory criteria guidelines, this panel does not believe that the negotiated settlements between the Village and its other public sector employees should be the primary yardstick to measure the equities of these Parties' proposals here.

This Panel must also consider the physical and mental qualifications necessary to perform all the responsibilities and duties inherent in the work of the PPA bargaining unit, including the considerable training necessary to function as a police officer, as well as the dangerous nature of the work, thereby setting the unique terms and conditions of employment of a police officer apart from other public and private sector employees.

After carefully comparing the salaries earned by a Massena police officer to salaries earned by police personnel in comparable police departments, and weighing the interest and the welfare of the public and financial resources of the Village to fund a pay increase, and the unique terms of employment of a police officer, this Panel makes the following:

AWARD

1996-1997	4%
1997-1998	3%

RETIREMENT

PPA's Proposal

The PPA is proposing that the Village change their Retirement Plan to RSSL §384(e), commonly known as the "1/60th Plan," which credits participants with an additional benefit of 1/60th of their final average salary for every year after 20 years of service, not to exceed three-quarters (3/4) of the employee's final average salary.

The PPA desires the 1/60th retirement proposal because it would substantially enhance the retirement benefits of its police officers. It is the PPA's contention that if the Village were to adopt the 1/60th Plan, it would also benefit the employer because it would serve as an incentive for its police officers to continue to work for the Village beyond the minimum 20-year tour of duty.

Village's Position Regarding Implementation of the §384(e) Plan

The Village contends that this Panel does not have the jurisdiction to make a determination concerning the retirement demand proposed by the PPA as this subject is not a permissible subject of bargaining under Civil Service Law.

The Village cites Civil Service Law Section 201(4) which explicitly excludes public retirement systems from the terms and conditions of employment. Therefore, according to the Village, it is, not a permissible issue to be brought before this Panel in this binding arbitration procedure.

The Village maintains that, even if the PPA 's proposal is negotiable, only one jurisdiction in the North Country offers the §384(e) plan.

DISCUSSION AND AWARD

There are too few comparable jurisdictions that have this benefit to warrant a change in the current retirement program.

DENTAL INSURANCE

PPA Proposal - Implementation of a Non-Contributory Dental Program

The PPA is proposing the implementation of a dental insurance program to be fully paid by the Village. The PPA contends that their proposal is a reasonable request because fully one-half (½) of the comparable jurisdictions provide some form of dental coverage and because the Village currently provides dental insurance to its CSEA workers. According to the PPA, Massena's police personnel should receive the same benefit that other jurisdictions provide and that the Village currently makes available to other Village employees.

The PPA contends that, given the smaller size of its police unit in relation to the Village's CSEA unit, this Panel should disregard the Village's argument that this new benefit would be cost prohibitive.

Village's Position Regarding the PPA's Dental Proposal

The Village contends that this proposal can represent substantial cost to the Village and, since the PPA has provided no evidence justifying an award of this benefit, this Panel should disregard this proposal.

DISCUSSION AND AWARD

The fact that other Village employees have negotiated this benefit is not sufficient justification, in itself, for this Panel to impose the implementation of this proposal.

PERSONAL LEAVE

PPA Proposal

The PPA points out that their officers work a 12-hour tour of duty, except for one member of the unit who works an 8-hour shift. Because the current contract provides only 24 hours of personal leave, the vast majority of police officers receive only 2 days (tours) of leave time. The PPA contends that, with the exception of Plattsburg, all other comparable jurisdictions offer at least 3 days of personal leave and submits the following schedule for our comparison:

PERSONAL LEAVE DAYS

UNIT	DAYS RECEIVED
Canton	3
Endicott	3
Gouverneur	3
Herkimer	6
Ilion	5
Johnson City	3
Malone	5
Massena	2
Ogdensburg	5
Plattsburg	2
Potsdam	4
St. Lawrence Co.	3

Village's Opposition to the PPA's Proposal for Increased Personal Leave

The Village resists any increase in personal leave. It points out that, although the number of days provided to their police officers appears to lag behind the comparable jurisdictions in the North Country, the officers in those jurisdictions work an 8 hour tour of duty. Therefore, an average Massena police officers actually receive the same total number of hours of personal leave time.

Moreover, the Village maintains that the PPA's aggregate contractual leave time, i.e., vacation, personal and holiday time, substantially surpasses the average leave time of surrounding jurisdictions.

DISCUSSION AND AWARD

This Panel is unpersuaded that any additional personal leave time should be awarded. A comparison of the PPA's actual personal leave hours, combined with their total contractual leave time, with other surrounding jurisdictions, establishes that this current benefit is not substandard.

LONGEVITY PAY

PPA Proposal

The PPA's proposal is to increase the current longevity provision by \$100 at each increment in 1996 and an additional \$200 at each increment in 1997. While the PPA acknowledges that this proposal, if granted, admittedly would place a Massena police officer at the higher end of the longevity pay spectrum with other comparable jurisdictions, their members deserve to be compensated for their continuing service, especially in view of the harsh conditions under which they serve.

Village's Opposition to Any Increase in Longevity

The Village points out that the current longevity payments made to its police officers are among the highest payments made in surrounding jurisdictions and, in fact, are greater than the

comparable jurisdictions submitted by the PPA. For example, the longevity payments made by Massena are greater than Canton, Herkimer, Ilion, Johnson City, Newark, and Potsdam.

The Village contends that the following comparison establishes that the Village of Massena has the highest longevity payment than any of the comparable police agencies in the North Country:

June 1996
LONGEVITY CLAUSE
SURROUNDING JURISDICTIONS POLICE AGENCIES

LOCATION	AFTER 5 YEARS	AFTER 10 YEARS	AFTER 15 YEARS
VILLAGE OF MASSENA**	\$650	\$900	\$1,150
VILLAGE OF POTSDAM	\$100	\$300	\$500
VILLAGE OF CANTON	\$300	\$600	\$900
CITY OF OGDENSBURG	0	0	0
VILLAGE OF GOUVERNEUR	0	0	0
VILLAGE OF MALONE	0	\$800	\$1,600
COUNTY SHERIFF	0	\$500♦	\$1,000♦
AVERAGE*	\$66.67	\$321.67	\$666.67
MASSENA LONGEVITY	\$650	\$900	\$1,150.00
MASSENA DIFFERENTIAL	+\$583.33	+\$578.33	+483.33
PERCENT	+874.95%	+179.79%	+72.50%

*Excluding Massena

**Based upon current longevity payment - Village proposal

♦Payable on a one time basis only

DISCUSSION AND AWARD

This Panel makes no provision for changes to the current longevity payments. In analyzing the current longevity stipends paid by other Police Agencies in the North Country, we find that Massena police personnel are paid the highest, particularly when we consider that longevity payments are made in weekly paychecks and not paid in a lump sum. By paying longevity weekly, a police officer enjoys the advantage of a increased hourly rate when computing an officer's overtime pay.

CLOTHING ALLOWANCE

PPA Proposal

The PPA is proposing an increase in the current annual clothing allowance from \$150 to \$500.

The PPA points out that uniforms are issued to PPA members upon hiring and, thereafter are replaced as needed. However, the cost of maintenance, cleaning, and the purchase of shoes, including boots, is borne by the officer, with the Village paying an annual stipend of only \$150, which is inadequate to cover these costs.

The PPA submits the following data to illustrate that Massena's officers receive the lowest annual stipend of comparable police communities:

UNIFORM CLOTHING ALLOWANCE PROVISIONS (chart 117)

UNIT	CLOTHING ALLOWANCE
Canton	employer provided
Endicott	\$425/yr. (Voucher
Gouverneur	\$325/yr.
Herkimer	\$460, including \$100 for footwear
Ilion	\$465/yr. (Voucher)
Johnson City	\$500/yr.
Malone	employer provided
Massena	\$150/yr.

Newark	employer provided
Ogdensburg	\$600/yr. by voucher
Plattsburg	\$1075/yr. Paid in two installments
Potsdam	employer provided
St. Lawrence Co.	employer provided

Village's Opposition to an Increase in the Clothing Allowance

The Village contends that the PPA has failed to establish the need for an increase in the current \$150 clothing allowance paid to police officers to maintain their uniform and to purchase shoes. The Village also points out that if uniforms need to be repaired and/or replaced as a result of line of duty damages, it is done at the Village's expenses.

DISCUSSION

This Panel accepts the data presented by the PPA that the Village's current payout for clothing allowance of \$150.00 is both inadequate to meet the cost of replacing and maintaining the required uniform and is among the lowest of the comparable police agencies. We believe that the following adjustment is appropriate and make the following:

AWARD

1996-1997 \$ 300
1997-1998 \$ 400

VACATION

PPA Proposal

The PPA contends that their members receive the lowest allotment of vacation days as compared to other jurisdictions.

The PPA asserts that their proposal for additional vacation time will, among other benefits, enable Massena's police personnel to escape the rigors of the harsh climate in the North Country resulting in a police officer returning to their responsibilities with a better overall mental attitude.

The PPA submits the following comparison for this Panel's consideration:

VACATION PROVISIONS (chart 114)

UNIT	INCREMENT/DAYS	CAREER TOTAL
Canton	1 yr. 12 days 6 yrs. 18 days 11 yrs. 21 days 16+ yrs. 25 days	380 days
Endicott	1 yr. 10 days 2 yrs. 15 days 6+ yrs. 21 days	370 days
Gouverneur	1 yr. 10 days 5 yrs. 12 days 8 yrs. 13 days 10 yrs. 17 days 12 yrs. 18 days 15+ yrs. 22 days	322 days
Herkimer♠	1 yr. 10 days 3 yrs. 15 days 6 yrs. 16 days 7+ yrs. add'l day to max. 30 days	410 days
Herkimer♠♠	1 yr. 10 days 5 yrs. 15 days 6 yrs. 16 days 7+ yrs. add'l day to max. 20 days	345 days

Ilion	1 yr. 10 days 5 yrs. 15 days 10 yrs. 20 days 20 yrs. 25 days	340 days
Johnson City	1 yr. 10 days 5 yrs. 15 days 10 yrs. 20 days 16+ yrs. add'l day to max. 25 days	350 days

◆pre 8/1/95 hires

◆◆post 8/1/95 hires

VACATION PROVISIONS (continued) (chart 115)

UNIT	INCREMENT/DAYS	CAREER TOTAL
Malone	1 yr. 10 days 5 yrs. 15 days 10 yrs. 20 days 15 yrs. 25 days 20 yrs. 26 days	366 days
Massena ◆◆◆◆ (Number of days calculated by dividing hours by 12)	1 yr. 80 hrs. (6 2/3 days) 4 yrs. 120 hrs. (10 days) 8 yrs. 160 hrs. (13 1/3 days) 12 yrs. 200 hrs. (16 2/3 days)	263 1/3 days
Massena ◆◆◆◆	1 yr. 10 days 4 yrs. 15 days 8 yrs. 20 days 12 yrs. 25 days	395 days
Newark	1 yr. 10 days 5 yrs. 15 days 11 yrs. 20 days 17 yrs. 22 days	338 days

Ogdensburg	1 yr. 10 days 5 yrs. 15 days 15 yrs. 20 days	310 days
Plattsburg	1 yr. 14 days 5 yrs. 21 days 10 yrs. 28 days 15 yrs. 35 days	511 days
Potsdam	1 yr. 15 days 6 yrs. 18 days 11 yrs. 21 days 16 yrs. 24 days	390 days
St. Lawrence Co.	1 yr. 15 days 6 yrs. 20 days 11 yrs. 25 days 20 yrs. 30 days	430 days

◆◆◆ 12 hr. shifts ◆◆◆◆ 8 hr. shifts

Village's Opposition to Any Increase in Vacation Time

The Village contends that, while vacation time off for first year officers may lag behind other jurisdictions in the North Country, their proposal for a nominal increase will place a Massena police officer, after four years of service, well above the average vacation time granted in surrounding jurisdictions. The Village has proposed increases of 4 hours for one year of service and 8 hours for 8 years of service.

DISCUSSION AND AWARD

This Panel is persuaded from the data submitted by the PPA that a modified adjustment is warranted and, therefore, makes the following:

- 1 year of service: 84 hours
- 4 years of service: 126 hours
- 8 years of service: 172 hours
- 12 years of service: 212 hours

DETECTIVE SERGEANT POSITION

PPA Proposal

The PPA argues that Massena's force currently employs only one detective sergeant, a position for which no formal salary increment exists, and for which no specific recognition is given. The PPA merely seeks to modify the language of the contract to include references of the detective sergeant as a bargaining unit position. This would ensure that the position is preserved within the Department, thereby becoming a goal to attain, and a standard to strive for, for lower level officers.

Village's Opposition to the Inclusion of the Detective Sergeant Position in the Bargaining Unit

The Village opposes any change in the recognition clause contending that the PPA has put forth no evidence at said hearing or in the exhibits to indicate any reason that the recognition clause should be changed to include the detective sergeant position in the bargaining unit.

DISCUSSION

The PPA should bring this issue to future negotiations between the Parties.

Award

No change in current contract language.

TIME OFF AS TIME WORKED

PPA Proposal

The PPA points out that Massena's expired Collective Bargaining Agreement contains the specific provision of counting vacation time as time worked in computing overtime payments. The PPA seeks to increase this approach to the computation of overtime to provide that all time off shall be considered as time worked, so that a holiday, personal leave day, bereavement day, or any other paid day off is counted for, not against, the officer who is asked (or scheduled) to work overtime.

Village's Opposition

The Village contends that this proposal, if granted by this Panel, would be incredibly costly for the Village, as the Village currently pays substantially more overtime than surrounding jurisdictions. The Village submits the following comparison for this Panels consideration:

June 1996

COMPUTATION OF TIME WORKED

LOCATION	CURRENT PROVISIONS
VILLAGE OF MASSENA	For purposes of computing overtime, vacation time shall be considered as time worked.
VILLAGE OF POTSDAM	Compensation, time off, sick leave, and vacation leave will be considered as time worked for the purposes of overtime. Only the actual hours worked on a holiday will count. Personal leave not considered.
VILLAGE OF CANTON	All paid leave i.e. vacation, sick, personal, and bereavement shall be considered at time worked.
CITY OF OGDENSBURG	Any authorized work in excess of the base work week or an excess of 8 hours in any 24 hour period shall be considered overtime.
VILLAGE OF GOUVERNEUR	No paid time off shall be considered time worked for purpose of computing overtime. This rate (1 ½) shall apply is bargaining unit member is required to work during his vacation, personal leave, etc.
VILLAGE OF MALONE	Employees in the Police Department working over eight (8) hours in one (1) day or over forty (40) hours in one (1) week shall earn overtime and be compensated at time and one-half.
COUNTY SHERIFF	The County agrees to pay authorized overtime at time and a half (1 ½) rate. Overtime pay will not commence until after the employee has worked 40 hours per week. Excused absence shall count toward the 40 hours.

Village of Massena's current provision for computation of overtime is comparable or better than most of the surrounding jurisdictions.

DISCUSSION AND AWARD

The comparable data submitted by the Village in opposition to the PPA's proposal is persuasive. This Panel recommends that there be no change in current contract.

CALL TO DUTY

Village Proposal

The current contract provides that any police officer who is called into duty, other than a regular tour of duty, shall be paid a stipend at his regular rate pay for not less than 4 hours. The Village is proposing to change the current contract language to provide that any police officer called to duty for other than his regular tour of duty should be compensated at his regular time and one-half rate, not less than 2 hours.

PPA's Opposition

The PPA opposes any change in the call-in provision contending that the minimum payment at straight time of 4 hours compensates a police officer whose personal life is disrupted as a result of being called in to duty.

The PPA points out that Massena's current payment of a minimum of 4 hours pay at straight time is in the mid range of comparable surrounding jurisdictions.

DISCUSSION AND AWARD

This Panel does not recommend any change in the current contract. A minimum of 4 hours for call in pay is reasonable considering the inconvenience caused to a police officer who is called into duty.

DRUG TESTING

Village's Proposal

The Village points out that the current contract provides that no member shall be requested or ordered to submit to a breath, urine, or blood test for any reason except as provided by statutory law. The Village is requesting that they have the authority to conduct, or cause to be conducted, a random urine test or blood test for the purpose of screening employees for illegal drug use.

The Village points out that the Department of Public Works members are required to submit to random drug testing. It is the Village's position that random drug testing is not intrusive and is for the public welfare because it discourages police officers from appearing at work under the influence of alcohol or drugs.

PPA's Opposition

The PPA is strongly opposed to a program of random drug testing of their employees. It is the PPA's contention that their members are professional, responsible individuals who should not be subjected to random testing.

DISCUSSION

This Panel is persuaded that a random drug testing program benefits the general public as well as fellow police officers. Such testing is not in any way intended to impugn the integrity or professionalism of the Department. Rather, it will serve to protect against that one individual who may be unwilling to acknowledge his/her problem, thereby placing fellow officers in jeopardy as well as comprising the safety of the community.

However, drug and alcohol testing is intrusive and could potentially present substantial problems if such a program is improperly implemented with inadequate testing protocols.

Therefore, prior to any implementation of a drug testing program fair comprehensive policies and procedures need to be developed.

We therefore make the following:

AWARD

On an annual basis, a maximum 25% of the total force may be subjected to random drug testing in accordance with policies and procedure to be mutually negotiated between the Parties. In the event that the Parties are unable to mutually agree to said policy and procedures, this Panel will retain jurisdiction for this limited purpose

BREATH, URINE AND BLOOD TEST

Village's Proposal

The Village contends that where there is reasonable suspicion that a police officer may be intoxicated or working under the influence of alcohol or drugs, such individual should be required to submit to a breath, urine or blood test.

PPA's Opposition

The PPA maintains that no member of the force wants to rely on a fellow officer whose ability might be impaired by drugs or alcohol. The PPA's opposition to the Village proposal is more to the language of the proposal which requires a police officer to submit to a breath, urine and blood test based upon reasonable suspicion rather than for demonstrated cause. It is the PPA's position that the Village's proposal could be easily abused because any supervising police officer could require another officer to submit to an embarrassing breath, urine and blood test without good cause shown. The PPA's has also expressed some concern about use of the results of said test, requesting that this Panel oversee the adoption of said testing program.

DISCUSSION

This Panel is persuaded that the general public as well as fellow police officers should be protected from those individuals who might come to work under the influence of alcohol or drugs. However, this Panel agrees with the PPA's position that "reasonable suspicion" is an extremely broad bases upon which to order a police officer to submit to a breath, urine or blood test, setting the stage for possible abuses. We also concur with the PPA's concern about the rank of the department employee who will have the authority to order an officer to submit to testing.

This Panel therefore makes the following:

Award

A police officer may be ordered to submit to a breath, urine or blood test when there is demonstrated cause to believe that an officer is working under the influence of alcohol or drugs. The Chief of Police or his designee will be the only police officials with the authority to order a police officer to submit to said testing.

Said procedures for demonstrated cause testing shall be negotiated by the Parties with this Panel retaining jurisdiction in the event that they are unable to agree to said procedures.

MEDICAL/PHYSICAL EXAMINATION

Village's Proposal

The Village is requesting that all police officers should submit to an annual medical/physical examination to be conducted by the Village doctor at the Village's expense.

According to the Village, 50% of the comparable police agencies provide for an annual physical examination at the request of the municipality.

PPA's Opposition

The PPA is opposed to annual medical physical examinations because the Village has not demonstrated a need for them. The PPA has also expressed concern about the use of the results of said examinations. Lastly, the PPA is concerned that a police officer would have to open up his entire past medical history if this proposal is adopted.

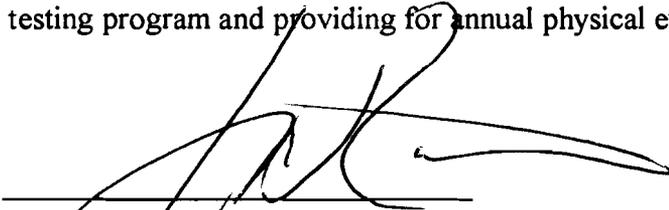
DISCUSSION AND AWARD

This Panel is persuaded that the Village has the right to require their employees to submit to an annual medical physical examination at the Village's expense. We acknowledge the PPA's concern, and expressly provide that a police officer, within the context of the annual examination, will not have to sign a waiver of their past medical history.

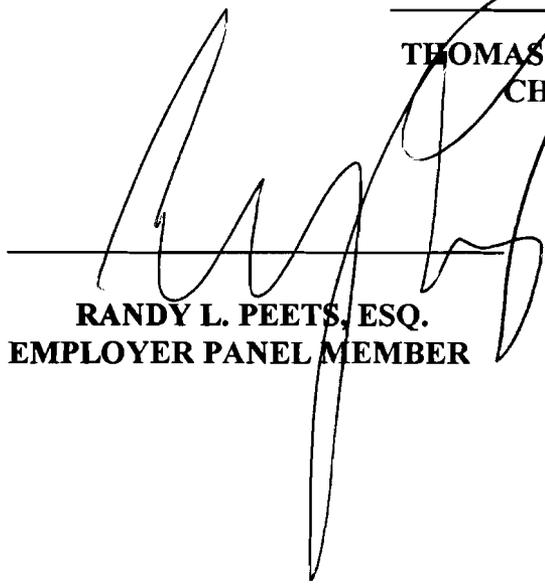
CONCLUSION

We, the Panel, believe that the above Award represents a fair and just resolution of the issues from the negotiations impasse brought before us by the Parties for the imposition of a successor Agreement to the contract that expired May 31, 1996. Neither Parties' package of proposals was implemented in its entirety. Rather, our decision represents a balance between the PPA's requested proposals and those of the Villages.

Specifically, with regard to wages, we found that the data provided this Panel did not support the PPA's requested pay raise of six (6) per year, while the two (2) percent pay raise per year offered by the Village was insufficient in light of the its below average starting salaries and the unique services rendered to the community by the PPA's unit members. Our Award also enhances the PPA's benefit package by increasing uniform allowance and vacation leave, which was supported by the comparable data. In addition, we have addressed the Village's interests by establishing a drug and alcohol testing program and providing for annual physical examinations of their police personnel.



**THOMAS N. RINALDO, ESQ.
CHAIRPERSON**



**RANDY L. PEETS, ESQ.
EMPLOYER PANEL MEMBER**

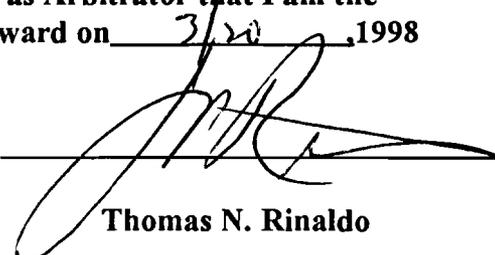


**ROCCO A. DEPERNO, ESQ.
EMPLOYEE PANEL MEMBER**

ACKNOWLEDGMENT

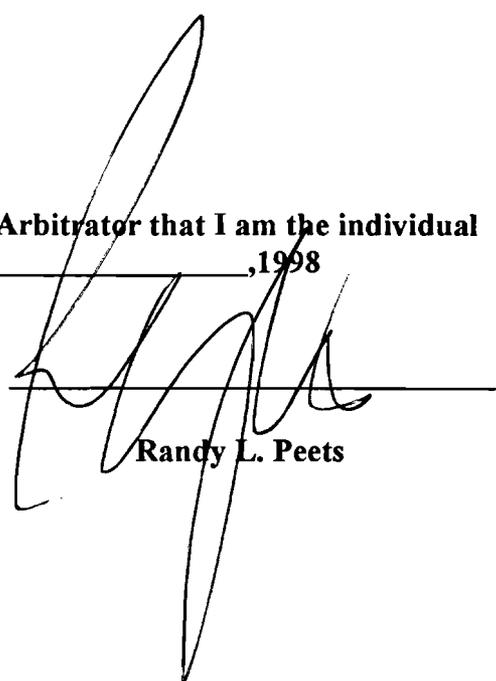
STATE OF NEW YORK)
COUNTY OF)
CITY OF)

I, Thomas N. Rinaldo, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the within award on 3/20, 1998


Thomas N. Rinaldo

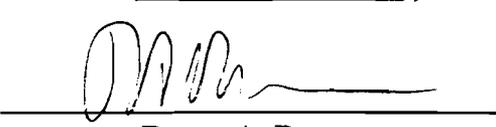
STATE OF NEW YORK)
COUNTY OF)
CITY)

I, Randy L. Peets, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the within award on _____, 1998


Randy L. Peets

STATE OF NEW YORK)
COUNTY OF)
CITY OF)

I, Rocco A. DePerno, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the within award on 3-17, 1998


Rocco A. Deperno