

OCT 08 1998

In the Matter of the Interest Arbitration
between the
TOWN OF BRIGHTON, NEW YORK
"Public Employer",
-and the-
BRIGHTON POLICE PATROLMEN'S ASSOCIATION
"Employee Organization"

CONCILIATION
O P I N I O N
A N D
A W A R D

PERB Case #IA97-019
#M96-471

INTRODUCTION

This present matter before the Panel is an Interest Arbitration between the Town of Brighton, New York and the Brighton Police Patrolmen's Association. The Town of Brighton is located in the southeast quadrant of Monroe County and is bordered by the City of Rochester, and the towns of Henrietta, Pittsford, Penfield and Irondequoit. The population of the Town is approximately 34,000. When compared with the population of towns who maintain their own police departments in the same region, it ranks third in population behind Greece and Irondequoit and slightly ahead of Webster.

The Brighton Police Patrolmen's Association is the sole and exclusive bargaining representative for all patrolmen and sergeants

who are employees of the Brighton Police Department as contained in Article 2, "Recognition and Check Off" provision, of the "current" Collective Bargaining Agreement which has been agreed to by the parties and is not in dispute. Presently, the total complement of the bargaining unit of the Association is approximately 37, including 30 police officers, 5 sergeants and 2 lieutenants. Additional personnel are employed as non-unit and civilian employees which will not be the subject of this proceeding.

This Interest Arbitration was invoked pursuant to the provisions of New York Civil Service Law, Section 209.4, and Part 205 of the Rules of Procedure of the New York State Public Employment Relations Board (hereinafter referred to as "PERB"). At issue are the terms of a new collective bargaining agreement. Negotiations for a new agreement began on October 17, 1996. Eight (8) other negotiation sessions were held before the Employee Organization declared an impasse on March 25, 1997 and asked the New York State Public Employment Relations Board to appoint a mediator to help resolve the open issues. Adam Kaufman, the Regional Director of the New York State Public Employment Relations Board, worked with the parties on May 14 and May 27, 1997 in an effort to bring the parties to agreement on the open issues. The parties were not successful in mediating all of their differences.

On August 5, 1997, a petition was filed by the Brighton Police

Patrolmen's Association for Interest Arbitration. That petition was received by PERB on August 8, 1997. The Town filed a Response on August 18 which was received by PERB on August 21, 1997.¹

The parties were operating under a Collective Bargaining Agreement effective between January 1, 1994 and December 31, 1996. In response to the Employee Organization's petition of August 5, 1997, PERB on January 29, 1998 designated a Public Arbitration Panel for the purpose of making a "just and reasonable determination" consistent with the statutory provisions and procedural rules applicable to the Interest Arbitration process.

The designated Panel was constituted as follows:

Douglas J. Bantle, Esq.	Chairperson and Public Panel Member
Captain William Principe	Public Employer Panel Member
Ronald G. Evangelista	Employee Organization Panel Member

Approximately one (1) month prior to the arbitration hearing, the parties submitted pre-hearing briefs for the Panel members review. The arbitration hearing was held on March 12, 1998 at the offices of the Monroe County Federation of Police, Inc. The parties were offered full opportunity to present evidence and argument and to examine and cross-examine witnesses.

¹An "Amended Response", dated October 28, 1997, was also filed by the Town with PERB.

Appearances for the parties follow:

For the Brighton Police Patrolmen's Association:

Lawrence J. Andolina, Esq., Attorney
Edward Hourihan, Esq., Attorney
Mark Henderson, President, B.P.P.A.

For the Town:

Bernard Winterman, Labor Relations Consultant
Pam O'Brien, Personnel Director

There were no limitations put on the parties at the hearing in respect to the number of items put before the Arbitration Panel. Both parties completed their testimony on March 12, 1998. At the conclusion of the hearing it was agreed that the parties would submit some additional information to each other and the Panel. They were given a postmark date of March 27, 1998 as the deadline for the initial exchange of new information and April 10, 1998 as the final date for any rebuttal needed. The last information received by the Panel was on April 3, 1998.

Following the submission of the pre-hearing written briefs, oral presentations, and the receipt of the additional financial information, the Panel met in several Executive Sessions at which adequate time was taken to review the data submitted. The Panel reviewed and considered the positions of each party carefully, weighed the arguments presented, examined the evidence before it, and engaged in discussions and deliberations in an effort to reach

a unanimous Award.

Since the original positions of the parties were set forth in detail in the Petition, Response, hearing exhibits, and briefs, in addition to the oral presentations, these are all incorporated by reference into this Award. Thus, the positions of the parties which follow are only briefly summarized for this Opinion and Award.

Each party extended jurisdiction to the Panel and authorized the same to submit a "just and reasonable" Award which would extend for three (3) years. Accordingly, this Panel, by unanimous agreement, issues the following Award which constitutes a "just and reasonable determination" of the parties' contract for the period January 1, 1997 through December 31, 1999.

Furthermore, the Panel has agreed unanimously that this Award be incorporated verbatim into the language contained in the January 1, 1994 - December 31, 1996 Collective Bargaining Agreement. As a result of this, the January 1, 1997 - December 31, 1999 Collective Bargaining Agreement will consist of all provisions of the previous Agreement and its amendments, if applicable, plus the provisions contained in this Award. Issues which were presented to the Panel for consideration, but are not changed by this Award, shall be part of the 1997-1999 Collective Bargaining Agreement using the language contained in the 1994-1996 Collective Bargaining Agreement.

This Award is the result of many compromises worked out by the parties with the assistance of the Panel Chairperson. It is a product of analyzing voluminous amounts of data, reviewing numerous supporting documents, and lengthy discussions. It must be viewed as a total package and not as a total agreement of all three (3) Panel members on every item. Having said that, the Panel Chairperson had at least one other Panel member in agreement with him on every part of this Award which results in a final and binding Award.

In making the following determinations the Panel, as well as the parties, took into consideration the following statutory criteria as required by Section 209 of Article 14 of the Civil Service Law.

Section 209.4(v) states, "the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration 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 the collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

THE ISSUES FOR CONSIDERATION OF THE PANEL

As happens in most collective bargaining negotiations for a successor agreement, the parties agreed on most of the issues albeit without any significant change. The remaining issues were the subject of this Award. The issues that were presented to the Panel for its consideration were,

1. Article 8.1 & 8.3 Salary
2. Article 8.2 Longevity
3. Article 8.1.1 Non-uniform Clothing Allowance
4. Article 13 Health Insurance
5. NEW Shift Differential
6. NEW Investigator's Salary
7. NEW Retention Incentive
8. Article 6 Seniority
9. Article 13 Leave Due to Death in the Family

The Panel gave careful consideration to *all* proposals and in its final determination has agreed to reject the items above

numbered 6, 7, 8, & 9 (Investigator's Salary, Retention Incentive [rejected in part - See "Longevity" below], Seniority, and Leave Due to Death in the Family).

Accordingly, the Panel has decided to set forth and impose changes in the following items:

1. Article 8.1 & 8.3 Salary
2. Article 8.2 Longevity
3. Article 8.1.1 Non-uniform Clothing Allowance
4. Article 13 Health Insurance
5. NEW Shift Differential

DISCUSSION AND DETERMINATION OF THE ISSUES

As in all cases of this type, the Panel has spent a great deal of time, individually and together, in examining the evidence that was presented to it. In the Executive Sessions, we have discussed all of the major items presented to us. This Opinion will briefly summarize the positions of the parties on the issues. After each of the party's contentions are summarized there will be a decision based upon a majority of the Panel. As stated above, on different issues the majority has been formed by different Panel members.

Before beginning this section, the Panel needs to make clear, that at the March 12, 1998 hearing, there was an agreement between the parties on a change in the wording of Article V, Paragraph 3 of the 1994-1996 Collective Bargaining Agreement. The change is the word "solely", in the first sentence is removed. Thus, it now

reads,

The parties recognize that discipline or discharge of employees, covered by this Agreement, is subject to Section 155 of the Town Law and rules and regulations thereunder, and not to the provisions of the Civil Service Law, except that discharge and discipline of probationary employees shall be covered by the Civil Service Law. When an employee chooses the Grievance Procedure instead of Section 155, as permitted in Article VII, Paragraph 5 of this Agreement, this Paragraph and (c) of Paragraph 2 above shall not apply.

This language change is incorporated into this Award.

SALARY

Although salary is often the first and foremost issue in interest arbitration cases, in the instant case, during the negotiations process, it was often tied to other economic items, the most obvious example being health insurance. If one examines the Town's last formal wage proposal, dated January 4, 1997, one will see two (2) things. The first is that the salary offer was "primarily contingent upon the Union's acceptance of the Town's proposal on Health Insurance." (See the quote on page 7 of the Town's brief). Second, the Town's representative, on that same page of the brief, takes the position that the Town is not claiming an inability to pay. Its written position is,

The Town has not at any time pleaded an inability to pay. Our position is that we are unwilling to pay a wage increase which is unwarranted and is unjustified. . . .

The Town's proposal, at that point in time, was a retroactive increase in the salary schedule of three percent (3%) for 1997 and

three percent (3%) for 1998. It used as its comparables other police departments in Monroe County as well as recent Interest Arbitration Award results from Orchard Park, Oswego, Beacon, Fallsburgh, Buffalo, Shelter Island, Canandaigua, North Tonawanda, Port Washington, Saratoga Springs, and Saugerties.

The Association's position is that the Town of Brighton is near or at the top of the economic hierarchy found in Monroe County. It has a strong tax base, a stable economic picture, and has always enjoyed the prestige of being one of the most affluent towns in Monroe County. Thus, the Association members believe they ought to maintain their status vis-à-vis other officers serving the other towns of the County. The Association takes the position that governmental units that do not share common economic factors, such as a highly skilled work force, high purchasing power for goods and services, and comparable types of tax structures should not be treated by the Panel as comparables. It has proposed salary increases of four percent (4%) for 1997 and four percent (4%) for 1998 which it believes will maintain its members at a level comparable to where they have stood in relation to true comparable units in the past.

Both parties presented the Panel with a significant amount of data regarding salary. The Association also presented data relative to work load, population, and reported offenses. In

determining the appropriate wage increases, the Panel believes that the members of the bargaining unit should maintain their level of salary vis-à-vis other comparables within Monroe County. This position of the Panel was not disputed by the Town's representative during the hearing when questioned on the topic by the Panel Chairperson. It is the opinion of this Panel that a "just and reasonable" wage increase has to be a balance involving the elements of the Town's ability to pay, the burden on the taxpayer, and the necessity of providing a "fair and equitable" remuneration for the police officers who provide a high level of service in a sometimes dangerous profession. Through a thorough analysis of the *entire economic package* of the comparable communities within the County, the Panel has been able to come to a determination of a "*just and proper*" salary increase for the unit members. It is,

Article VIII - Salary and Other Economic Benefits

1. *Salary Increases*

Effective January 1, 1997, and retroactive to that date, all steps and brackets shall be increased by three percent (3%).

Effective January 1, 1998, and retroactive to that date, all steps and brackets shall be increased by three percent (3%).

Effective January 1, 1999, and retroactive to that date, all steps and brackets shall be increased by four percent (4%).

The following salary schedule shall be in effect for the

calendar years 1997, 1998 and 1999 (January 1, 1997 to December 31, 1999).

	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Police Officer - Start	\$30,435	\$31,348	\$32,288	\$33,580
Step 1	\$34,999	\$36,049	\$37,130	\$38,615
Step 2	\$41,084	\$42,317	\$43,586	\$45,329
Step 3	\$46,976	\$48,385	\$49,837	\$51,830
Sergeant	\$54,024	\$55,645	\$57,314	\$59,607

The new salary schedule shall commence no later than thirty (30) days following the issuance of the Award and all retroactive adjustments which may result in the increase of salary and other monetary items shall be paid no later than forty-five (45) days from the issuance of this Award.

LONGEVITY: ARTICLE VIII, SECTION 2

Whether one approves of the concept or not, longevity is a standard feature of police contracts throughout the State of New York and it is found in all of the "comparable" units in Monroe County. Historically, it has been used as a way to reward long serving members for their experience.

In recent years, police departments have been reluctant to grant increases in longevity pay. There are a number of reasons for this, among them the simple economic reason of increased cost. In this matter, the Association attempted to address this issue by

creating a new benefit called "Retention Incentive." Depending on the years of service of a given employee, the cost to the Town could range from one percent (1%) of base salary to ten percent (10%) of salary.

The Town has responded in three (3) ways. It pointed out that only one (1) department in the County, Greece, has such an incentive. Second, the Town previously agreed to a twenty (20) year and out plan which allows officers to retire after twenty (20) years of service. That retirement plan cost significantly more than the older types of plans that required more years of service before retiring. Now, the Association wants it both ways. Finally, the Collective Bargaining Agreement already contains a longevity provision which the Town views as one of the most liberal among the police jurisdictions in the County.

The Panel, as stated above in the Salary section, examined closely the *total compensation package* enjoyed by the members of the various jurisdictions within Monroe County. There certainly is a potential benefit of having officers with substantial experience and ties to the community. While, at this time, we reject a concept of longevity payments being based upon annual *percentage* increases, we do believe that a flat dollar amount increase is justified as part of the overall economic package contained in this Award. Therefore, we award the following which becomes *effective*

January 1, 1998:

Longevity Pay.

- A. All members of the unit, when within the calendar year, they complete five (5) continuous years of service with the Town of Brighton, shall receive \$500.00 per year thereafter in longevity payments; thereafter, this amount shall be increased an additional \$125.00 per year in the 6th through 25th year of continuous years or more of service. Those who complete twenty-five (25) years or more of service with the Town of Brighton shall receive the maximum of \$3,000 per year thereafter in longevity payments. One-half of the longevity payment shall be paid on the first payday of June and one-half shall be paid on the first payday of December except as provided in (B) below.

- B. In the event an eligible employee covered by this Agreement dies, retires, quits, resigns or is discharged during the calendar year, he shall be paid upon his death, retirement or separation, a pro rata share of his longevity pay determined by a fraction, the numerator of which shall be the number of weeks he will have worked in the calendar year and the denominator of which shall be fifty-two (52).

ARTICLE VIII, SECTION 11 - NON-UNIFORM CLOTHING ALLOWANCE

The Association proposed two (2) issues which would have had a direct effect on the unit members identified as "Detectives" (also referred to as Investigators or non-uniform personnel). The major proposal is found in the "New" language that would increase the base pay of an Investigator to seven and one-half percent (7½%) above the top pay of a uniformed police officer. The Town has rejected this proposal and indicated it is not interested in starting another salary structure in addition to those currently

defined in the Collective Bargaining Agreement.

The Association has taken the position that the level of expertise and delicate functions that are performed by these personnel justify additional salary. The Panel is not willing, at this time, to create an additional salary bracket within the Brighton Police Department although such a bracket is not uncommon in other police department collective bargaining units.

The Panel, however, considered the Association's arguments that the clothing allowance for this particular group of individuals needs to be addressed. Uniformed personnel have their uniforms supplied to them upon reasonable need and at the member's request. Non-uniformed members of the bargaining unit must purchase their own clothes and make replacements whenever necessary. There is no question, when one attempts to buy clothing today that the prices have risen considerably over time. Accordingly, the Panel has determined that an increase in non-uniform allowance should be provided as follows:

Article 8, Section 11:

Police Officers assigned to work in non-uniform positions who, at present, receive a uniform allowance shall receive a clothing allowance of one-thousand (\$1,000) dollars per year and the cost of cleaning of two (2) suits or sport coats and slacks per week. The clothing allowance shall be paid in June and December each year, and will be prorated during each such six-month period for each full month employed in this classification. When employees covered by this Agreement are employed on a plainclothes assignment, but not assigned to

this classification, the payment of any clothing and the amount thereof will be at the discretion of the employer, but in no event will it exceed the amount provided for herein.

SHIFT DIFFERENTIAL (NEW BENEFIT AND LANGUAGE)

The Town of Brighton has rejected, in total, the Association's request for additional compensation for being assigned to a night shift. In its brief it stated,

The Union's proposal is analogous to the employee who takes a job as a Night Watchman and later demands more money for the inconvenience of working nights. An employee who takes on a job as a Police Officer knows at the outset that a Police Department operates on a twenty-four (24 hour basis and that the salary is set accordingly. (See the Town's brief, at page 17).

However, as stated previously, the Town does not argue the inability to pay any type of shift differential. It is also willing to maintain its total economic package relationship vis-à-vis its traditional comparables.

The Association presents a compelling argument on this particular issue. It is obvious that employees, who work at times other than "normal" daily shifts, are not able to attend many family activities which occur during the late afternoon and evening hours. It is also clear, if one does any study at all regarding work hour preferences, that most people in our society simply do not prefer to work night hours. There are a number of reasons for that which we will not attempt to discuss in this document, but it is a widely known and accepted fact.

Currently, there is no additional compensation for bargaining unit members who work what are referred to as the "night shifts" in this Department. Certainly, there is no incentive for more senior unit members to "volunteer" or agree to work these shifts. It is clear that the Department's management team would like a better "mix" of lower and higher seniority officers on each shift. An examination of the comparative data provided by both parties demonstrates that this benefit is an integral part of the compensation package of truly comparable units.

The Panel has considered all of the factors presented by the parties relative to this proposal and has decided to make an adjustment in this area. This is an area in which the Panel believes that a moderate percentage increase would best serve the parties in the long-term. The Panel understands that there are several shifts which may be overlapping. Consequently, shift differential should be paid to all members who are assigned to any shift that extends past six o'clock in the afternoon.

The Panel makes the following award which is to be retroactive to January 1, 1997:

Article 8, Section 12 - Shift Premium

The Town shall pay shift premiums of three-quarters of one percent ($\frac{3}{4}\%$) of base pay to all members who are permanently assigned to the 3rd platoon and one and one-half percent ($1\frac{1}{2}\%$) of base pay to all members who are permanently assigned to the 1st platoon. Members who are permanently

assigned to the 1st/3rd platoon relief shift shall be paid a shift premium of one percent (1%) of base pay. Members who are permanently assigned to the 3rd/2nd platoon relief shall be paid a shift premium of one-half of one percent (½%) of base pay. All shift premiums shall be added to the member's base salary and shall be paid bi-weekly based upon the majority of the shifts a member is assigned during the payroll period.

ARTICLE XIII - HEALTH INSURANCE

The Town of Brighton, since the beginning of this round of negotiations has proposed a change in regard to which health insurance plans cover the unit members. Currently, all members have the following optional plans:

1. Blue Choice Extended or,
2. Preferred Care Comprehensive with \$5.00 co-pay and \$10.00 co-pay for specialists.

The Town proposes to change the available choice to:

1. Blue Choice Select or,
2. Preferred Care Community.

These changes were presented as a monetary issue. The Town argued that bargaining unit members could receive substantially the same coverage at a lesser cost to the Town. In addition, the Town stressed that the bargaining unit members would not be harmed by being burdened with a plan that has less coverage or that provides a decrease in benefits. To reinforce its position, the Town submitted comparison charts to the Association indicating that except for the issue of co-payment (for doctors' visits), the plans

are approximately equal.

The Association has objected to any change in health care coverage. They point to a history of concessions which indicates its willingness to consider other options. During the 1994-96 contract negotiations, the Association relented and discontinued the option of providing the "Blue Million" plan saving the Town a significant amount of money over the term of the 1994-1996 Collective Bargaining Agreement. Those same lower plan costs to the Town will also continue in future years. The Association's position in this round of negotiations is clear. It is not willing to accept any decrease in medical coverage. Furthermore, the Association is concerned about the "true" coverage that the "cheaper" plan may offer and the additional financial burden the member would be subjected to if he or she is forced to pay additional fees for doctors visits. Exhibit "O", presented with the Association's case, shows that the change proposed by the Town would result in a significant cost savings to the Town. The Association's estimate of such savings is \$62,000 (See the Association's brief, at page 13).

The Panel has gone to great lengths to digest and dissect the Town's proposal realizing that health care is an extremely important issue to both parties. In the final analysis, the issue is not very complicated. Because of this fact, the Panel has

delivered a rather uncomplicated decision. The Town maintains that it can provide approximately equal benefits for less cost. The Association wants to maintain the level of benefits for its members without accruing any additional financial burdens for them.

In order to accomplish this, the Panel believes that clear and concise language must be included in the Collective Bargaining Agreement that assures both parties will be able to meet their responsibilities and needs. Because the Town is the moving party for change, there must be an assurance that it will be able to deliver what it promised during the negotiations regarding this issue. The Association has made substantial movement in the health care area in the past and is not in a position to make further concessions, nor is it expected to do so.

There are key elements which have to be examined closely in this decision, such as the change in available plans and the issue of co-pay reimbursement. The Town has taken and continues to take the position that, with the change of plans, there will be *no loss in benefits* when one compares the "old" with the "new" plan. Relying on those assertions, the Panel is giving the Town the authority to change plans as it requested.

As an integral part of the change, the Town is to establish a "Self-insured Medical Reimbursement Plan (105 Plan)" to allow the reimbursement of up to \$400 per employee per calendar year to cover

the cost of any additional co-payments that the members may incur. The following is the Collective Bargaining Agreement language which we believe reflects these changes: [*Paragraphs 1 and 7 contain new language. Paragraphs 2 through 6 are taken basically intact from the prior Collective Bargaining Agreement between the parties.*]

ARTICLE XIII

HEALTH INSURANCE

1. The Town's obligation for health insurance coverage shall be the full cost of premiums for all members of the bargaining unit for a family, individual or sponsor contract of insurance, consisting of Blue Choice Select or Preferred Care Community, as well as student dependent coverage and Blue Cross and Blue Shield Dental Smile Saver Plan Number 4 for either family, individual or sponsor coverage. The insurance described in this paragraph will apply to all active members under the age of 65. Active employees over age 65 shall have the same coverage as that provided in this paragraph except to the extent that such insurance is limited or unavailable to persons over age 65, in which case they will receive Blue Cross 65 and Blue Shield 65 in lieu of the plan described for those under the age of 65.

Employees wishing more expensive alternate coverage, which is offered by the Town, will be obligated to pay the difference between the HMO premium cost for coverage outlined above and the cost of the coverage selected by the employee.

The Town will pay the full cost of the premiums for either a family, individual or sponsor contract for the Blue Cross and Blue Shield Dental Smile Saver Plan Number 4. For the purpose of determining the Town's premium contribution and obligation towards health and dental insurance, an employee's coverage shall be determined by his/her dependent's status, i.e., family, individual or sponsor.

2. The Town's payment of premiums will begin on the first premium date following the employee's last date of hire.

3. The Town will pay the full cost of the premium for a family, individual or sponsor contract of insurance consisting of Blue Cross/Blue Shield, and PIP (Prolonged Illness Protection) or the substantial equivalent, or, if it applies, Complimentary Blue Cross/Blue Shield and Complimentary PIP or the substantial equivalent for retired employees, provided the employee or his/her dependents are not covered by another employer subsequent to his/her retirement from the Town. This paragraph shall not apply to any employee who was hired on or after September 1, 1973.
4. After the death of an active employee, the Town will permit the employee's spouse to purchase, by paying the premiums monthly to the Town, such insurance for themselves and their dependents to the extent that the carriers of each insurance contract provide for such continuation in the Town's group plan. After the death of a retiree, the retiree's spouse will also be permitted to purchase, by paying the premiums monthly to the Town, such insurance for themselves and their dependents to the extent that the carrier of the insurance contracts provides for such continuation in the Town's group plan.
5. Employees hired on or after September 1, 1973, who retire from active service in the Brighton Police Department, will receive fifty percent (50%) of the cost of the premium for family, individual or sponsor contract of insurance consisting of Blue Cross/Blue Shield, and PIP (Prolonged Illness Protection) or its substantial equivalent, or Complimentary Blue Cross/Blue Shield and Complimentary PIP or its substantial equivalent, if it applies. The employee shall pay monthly, in advance, the other fifty percent (50%) plus the full cost of the available riders if desired. Such benefits will terminate on the death of the retired employee; however, his or her spouse may continue the full cost of such benefits. If a retiree covered by this paragraph works for an employer who offers a hospitalization plan without riders and that employer pays at least fifty percent (50%) of the premium, the retiree must take that employer's plan. When a retiree no longer works for such an employer, he or she may return to the Town's plan and receive benefits provided for in this paragraph. In the

event that the plan, as described, is no longer available, the Town may provide a substantially equivalent plan.

6. In the event that an employee dies as the result of an on-duty, job-related incident, health insurance will be continued for the surviving spouse and eligible dependents for a period of one year from the date of such death if comparable medical insurance is not available from the surviving spouse's employer or other source. Such insurance will also be discontinued upon remarriage of the surviving spouse during such period.

7. The Town agrees to establish for those members of the bargaining unit who hold a family, individual or sponsor contract of either Blue Choice Select or Preferred Care Community through the Town a "Self-Insured Medical Reimbursement Plan" (105). This plan shall reimburse each subscriber up to \$400.00 per year for out of pocket co-payments for office visits only except as provided below.

In addition, reimbursements for the purchase of prescription drug co-payments shall be made *after* the subscriber has met the required deductible for payment of prescription drugs, and *after* the provider has reimbursed the subscriber under the terms of the agreement with the provider. If the provider eliminates the deductible for prescriptions at any time during the life of this agreement, then the language contained in the preceding sentence of this paragraph will no longer be applicable. At no time will the combination of out of pocket co-payments for office visits and reimbursable co-payments for prescription drugs exceed the \$400.00 per year maximum. Any unused amount of the \$400.00 reimbursement fund will not roll-over into the subsequent calendar years and will be forfeited.

The parties agree that Mr. Douglas Bantle, Esq., will maintain jurisdiction with complete authority to settle any disputes between the parties that may arise over the intent or interpretation of the language in Article XIII, paragraphs 1 and 7 of this Agreement for the term of this Agreement.

COUNTY OF MONROE)

EMPLOYEE PANEL MEMBER

Sworn to me before me this 28th day
of September, 1998.

Maura C. Smith
Notary Public

MAURA C. SMITH
Notary Public, State of New York
No. 5014650
Qualified in Monroe County
Commission Expires July 6, 1999