

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration Between:  
Village of Saugerties

FINAL AND BINDING OPINION AND AWARD  
OF TRIPARTITE ARBITRATION PANEL

Village of Saugerties  
Police Benevolent Association  
Case No: IA 99-012; M 99 -00

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
**RECEIVED**

OCT 30 2000

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The Public Arbitration Panel members are:

**CONCILIATION**

- PUBLIC PANEL MEMBER & CHAIRMAN:** Joel M. Douglas, Ph.D.
- PUBLIC EMPLOYEE PANEL MEMBER:** Anthony V. Solfaro  
President of the NYS Union of  
Police Associations. Inc.
- PUBLIC EMPLOYER PANEL MEMBER:** William M. Wallens, Esq.  
Roemer, Wallens & Mineaux

Appearances:

**For the Village of Saugerties:** Jeffrey Hartnett, Esq.  
Roemer, Wallens & Mineaux

**For the Saugerties Police Benevolent Assoc:** John Crotty, Esq.  
NYS Union of Police Associations

Date: September 15, 2000

Pursuant to the provisions of Section 209.4 of the Civil Service Law, and in accordance with the rules of the Public Employment Relations Board, an interest arbitration panel was designated for the purpose of making a just and reasonable determination on the matters in dispute between the Village of Saugerties ("Village") and the Police Benevolent Association

of the Village of Saugerties ("PBA" or "Association") A hearing was held in Saugerties, New York on February 29, 2000 during which time both parties were represented and were afforded full opportunity to present evidence, both oral and written, to examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments and proofs. An executive session was held in Albany, NY on May 23, 2000 during which time the Panel deliberated on each issue and carefully and fully considered all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the AWARD that constitutes the Panel's best judgment as to a just and reasonable solution of the impasse.

Those issues presented by the parties that are not specifically addressed in this AWARD were also carefully considered by the Public Arbitration Panel, but rejected in their entirety. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. This Opinion, and its accompanying Award, are based on the record as thus constituted.

In arriving at this Award, the Panel considered the following statutory guidelines contained in Section 209.4 of the Act:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute.

In arriving at its 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 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.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

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## **BACKGROUND**

The Village of Saugerties, located in Ulster County, NY, has an estimated population of 3,915 and a land area of 2.5 square miles. (VX #8). The Police Department operates 24 hours per day/seven days per week. The bargaining unit at impasse consists of nine full-time police officers and includes all ranks with the exception of the Chief of Police. There is one Lieutenant and one Sergeant in the Department. The 1999 -2000 base payroll excluding part timers, overtime, and longevity was approximately \$272,785.00. (VX #13) One percent of salary adjustments is equalized at \$2,727.85. The Village also negotiates with the CWA, a unit of twenty employees working in the Department of Public Works, the Water Department and the Waste Water Treatment Plant.

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## **ISSUES AT IMPASSE**

At the hearing the parties agreed to submit the following issues for evaluation and decision by the Panel. Many of the proposals had numerous components; however, for the sake of succinctness, they have been consolidated into their major categories. Where viable, the aforementioned demands and subsequent recommendations have been consolidated to address the needs of both parties. The issues at impasse and submitted to the undersigned included:

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## **PBA PROPOSALS**

- 1. Uniforms - Article 9**
- 2. Meal Allowance Article 17**
- 3. Workday and Workweek Article 18**
- 4. Shift Differential - New Article 18.8**
- 5. Salary**
  - a. Schedule Increase.**
  - b. Rank differential**
  - c. Longevity**
- 6. Pension, Group Health and Life Insurance New Article 24.3**
- 7. Jury Duty - New Article**
- 8. Disciplinary Procedure - New Article**

## VILLAGE PROPOSALS

1. Proposal 3 and 4 relate to changes in Article 7 to amend reference to discharge or separation of employees for receipt of benefits.
2. Equipment - Article 8.3 - amend and add requirement that Chief must determine if equipment needs replacement.
3. Uniforms - Village #6 - abolish contractual clothing allowance and replace with a quartermaster system.
4. Village # 7 - change holiday compensation formula Article 13.2
5. Sick leave - Article 14 proposals #8, #9, #10 - minimize leave substitution
6. Personal Leave - Proposals #11, #13 - Article 16 reduce Personal Leave
8. Health Insurance - Village Proposal 14 - Article 23.2 new employee contribution
9. Village # 15, 17, 18 - subject of Improper Practice Charge before PERB. Proposal #15 -amend grievance definition, Proposal #17 - comprehensive FMLA policy,<sup>1</sup> Proposal #18 - GML Section 207C.

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### ISSUE NUMBER ONE SALARY AND COMPENSATION DISCUSSION AND AWARD

At the crux of this impasse is the question of salary and compensation and how it relates to overall police department staffing and management. The PBA is seeking wage increases of 4.75 percent per year for each of two years of the successor contract and additional advances in rank differential and longevity. The Village initially proposed no raises; however, in its post-hearing brief suggested increases of approximately three percent per year, the same raise accepted by members of the Department of Public Works. The Village further submitted that

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<sup>1</sup>This proposal was withdrawn by the Village after PERB held that it was not mandatorily negotiable.

offsets are required in the areas of leave accumulation and uniform allowances in order to fund these adjustments.

The PBA maintains that starting salaries for the Village of Saugerties are the lowest in Ulster County. Similar salary problems are noted at Step five and Step 15. Thus, the PBA contends that if the three percent increases are awarded that the present differential problems would continue. Relying in part on an inability to pay argument, the Village argues that the three percent increase is warranted. They note that other Village employees received the same increase, and that pattern bargaining must be respected.

As has been often said, wage and salary determination is far from an exact science; however, the undersigned was guided by the criteria set forth in the Taylor Law. Among other factors these included the:

... 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 employees generally in public and private employment in comparable communities. Section 209.4 of the Act:

Additional criteria included:

... (b) the interests and welfare of the public and the financial ability of the public employer to pay. (Section 209.4 of the Act)

As is so frequently the case, negotiated benefits obtained at the bargaining table by either party were afforded presumptive preservation.

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. (Section 209.4 of the Act)

As in most interest arbitration cases, comparability is a major concern. The PBA seeks comparability with the following jurisdictions; Village of Ellenville, City of Kingston, Town of Lloyd, Town of Marlborough, Town of New Paltz, Town of Rosendale, Town of Saugerties, Town of Shawangunk, Town of Ulster, Town of Woodstock, and the Ulster County Deputy Sheriffs. The Village offered the following comparables; Village of Catskill, Village of Hoosic Falls, and the Village of South Glen Falls.

The Panel has considered all the cited statutory criteria and first addresses the comparability standard. The parties were unable to agree to area comparables with the Village arguing that a wider net must be cast to include, in addition to Saugerties, Hoosic Falls and South Glen Falls. The PBA argued in opposite claiming that bargaining history, past practices and custom has always dictated that comparability was traditionally limited to Ulster County. Geographical proximity is a critical element of comparability. The comparability position articulated by the PBA is persuasive in this matter. Ulster County police departments by custom and long-standing practice have utilized County comparability as a measure of comparison and have not looked to South Glen Falls or Hoosic Falls. Should the parties wish to dramatically alter their comparability understandings, they are free to so negotiate but for the Panel to upset bargaining history through an interest arbitration award and unilaterally revise comparability standards, is unwarranted at this time.

The Panel has considered county-area comparables and notes that with respect to wages, settlements and Awards in Ulster County for full-time salaried police departments have ranged in the area of three to three and one half percent. For example, for a similar time period the following increases were noted: Village of Ulster 3% for each of two years, Village

of Ulster part-timers 4.3% Arbitration award for police officers paid on an hourly basis, and the City of Kingston 3% in each of two years. In fashioning this recommendation, the Arbitrator was aware of the relationship that existed between the Village of Saugerties PBA and other police unions within Ulster County. The awarded increase of 3.25% to the base wages for Village of SAUGERTIES police officers in 1998 and 1999 maintains the relative unit wide positions in a comparable County position.

The Panel Chairman further considered the role that CPI has played in interest arbitration. Widely accepted as one of the criteria utilized in the formulation of compensation and benefits, the record demonstrates that for the year calender year 1997 -1998, the CPI (NYNENJ-U Jan - Jan) was 2.6%. Furthermore, since 1990 the parties have either negotiated or have been the recipient of salary adjustments greater than the CPI.

The question of rank differential was raised in the context of an overall salary adjustment. At present the Sergeant receives 10.0% over the salary of a first grade police officer while the Lieutenant receives \$500.00 over that of the Sergeant. The PBA is seeking to change the Lieutenant's rank differential from \$500.00 to 5% above the sergeants. The parties stipulated that the present rank differential have not been changed since 1995. The Village opposed this change. The record demonstrates that a rank differential increase for the Lieutenant is not warranted.

The record documents that the Village is able to sustain the awarded increases. The May 31, 1999 unappropriated fund balance was \$204, 345. As noted in the Fennel report, the fund balance as a percent of general fund expenses was 23.5%. The taxing limit for FY 2000 was 58%. In 1999 the Village spent \$262,342 less then budgeted. In 2000 the Village

**budget was increased by \$303,191 over 1999 spending levels. By its own documentation, in a recent bonding statement, the Village characterized itself as having a “balanced economic base.” (VX #8)**

**The PBA also sought increases in longevity. The present system provides for a longevity payment of \$500.00 in the 11<sup>th</sup> year of employment. At the start of the 16<sup>th</sup> year the longevity amount increases to \$1,000.00, non-cumulative. The PBA is seeking adjustments in these amounts plus a reduction in the longevity eligibility period. The Village opposes any change in either the amount or the eligibility time period.**

**Many of the Village’s fiscal arguments were based on the lack of an ability to pay yet the record documents that the Village over funded their retirement account. For the period covered by this Award the Village paid \$60,000.00 into the retirement account while expenditures for the same period were \$1400.00 (PBA X #27) There is no demonstrated inability of the Village to pay the awarded increases.**

**Based on the record and the statutory criteria, including the Village’s ability to pay, it is the opinion of the Panel that the salary AWARD herein is fair and equitable. In full consideration of the evidence and arguments presented, the Panel awards the following salary adjustments:**

- a) For the period June 1, 1998 through May 31, 1999, the current police officers’ salary schedule shall be increased by 3.25 percent retroactive to June 1, 1998.**
- b) For the period June 1, 1999 through May 31, 2000 the current police officers’ salary schedule shall be increased by 3.25 percent retroactive to June 1, 1999.**
- c) For the period June 1, 1998 through May 31, 1999, the current police officers’**

longevity schedule shall be increased by fifty dollars retroactive to June 1, 1998.

d) For the period June 1, 1999 through May 31, 2,000 the current police officers' longevity schedule shall be increased by fifty dollars retroactive to June 1, 1999.

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**ISSUE NUMBER TWO  
DIFFERENTIAL (SHIFT NIGHT)  
DISCUSSION AND AWARD**

The PBA seeks the inclusion of a shift differential which would reward those officers who work the "C" line (evening)( 3:00 P.M. -11:00 P.M.) and for those who work the "A" (midnights) (line 11:00 P.M. - 7:00 A.M.). The record documents that shift differentials of this type are not unique among police departments and serves to reward those who must work hours where there is minimal backup and supervision. Differentials are traditionally awarded based on the peculiarities and hazards of the police profession. The record documents that the Village has the ability to pay this increase and that the Award is justified by the relevant statutory criteria. Furthermore the Award shall not be construed as an automatic shift differential but is only applicable for those officers who actually worked the shift. The shift differential shall not be construed as a paid leave. If an officer is out on sick leave, 207C leave, injury, or for any other reason, he or she shall not be eligible for the differential. Thus, the Panel Awards the following:

- a) Effective June 1, 1998, the shift allowance for officers who work the "C" line 3:00 P. M - 11:00 P.M. will be twenty cents per hour.
- b) Effective June 1, 1998 the shift allowance for officers who work the "A" line 11:00 P.M. - 7:00 A.M. will be forty cents per hour.

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**ISSUE NUMBER THREE  
UNIFORM ALLOWANCE  
DISCUSSION AND AWARD**

The PBA seeks to modify the contractual uniform allowance which currently provides for a \$550.00 annual uniform allowance. The Village insists that the present allowance is sufficient and that no increase is warranted. New officers receive uniform and equipment upon hire. Additionally, the PBA seeks to enumerate these items and to alter the system in which replacement equipment is issued. The present system places the decision to replace equipment within the prerogative of the chief.

The record documents that the present \$550.00 uniform allowance dates back to June 1, 1993 and that an adjustment is warranted. (PBA X # 24) The increase is within the means of the Village to pay and is supported by the comparables. The quartermaster system suggested by the Village is not supported by the record. There is no indication that the present system is abused and that a new system would be beneficial. The quartermaster system is unique in the Hudson Valley and is not warranted here. Thus, the Panel Awards the following:

- a) Effective June 1, 1998, the uniform allowance shall be increased by twenty-five dollars to \$575.
- b) Effective June 1, 1999 the uniform allowance shall be increased by fifty dollars to \$625.

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**ISSUE NUMBER FOUR  
MEAL ALLOWANCE  
DISCUSSION AND AWARD**

The present \$10.00 meal allowance has remained unchanged since 1992. By any measure, the value of the benefit has been eroded. The Union seeks an increase while the

Village proposes the status quo. The meal allowance is only applicable in those situations when an employee performs:

“ . . . work of an emergency nature after four continuous hours after his or her regular eight-hour shift or during normal time shall be paid a meal allowance of \$10.00. “ (See, CBA, Article 17.2)

The record documents that the present \$10.00 dates to 1992 and that a modest adjustment of one dollar is warranted. The increase is within the means of the Village to pay and is supported by the CPI increases. Thus, the Panel Awards the following:

Effective June 1, 1998, the meal allowance shall be increased by one dollar from ten dollars to eleven dollars.

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**ISSUE NUMBER FIVE  
RETROACTIVITY  
DISCUSSION AND AWARD**

Due to the length of time that has elapsed from the expiration date of the previous Collective Bargaining Agreement, the Panel Chairman suggested that the parties consider a three to four-year Award; however, unless otherwise authorized by the parties, the Panel is limited by statute to a maximum two-year Award. (Section 209.4(v) of the Civil Service Law). No such authorization was forthcoming by the parties and accordingly the term of this Award shall be from June 1, 1998 - May 31, 2000. Therefore, it is suggested by the Panel Chair that the parties use this Award as the infrastructure to fashion and negotiate a multi-year successor Agreement.

Additionally, the benefits provided in this Award shall be deemed retroactive and shall apply to all officers currently on payroll. As for the aforementioned period, all officers on the payroll effective June 1, 1998 but not on payroll as of the date of this Award, shall receive

retroactive prorated salary and benefits. Furthermore, all provisions and language contained in the prior Agreements are hereby continued, except as specifically modified in this Award.

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**ISSUE NUMBER SIX**  
**WORK DAY AND WORK WEEK ARTICLE 18.1**  
**DISCUSSION AND AWARD**

The PBA seeks a reduction in the work week by the inclusion of chart days. The present 5-2 schedule results in a 260-day work year. The PBA maintains that comparable departments work approximately 243 - 252 days. (PBA X #2 -13) (See also Appendix D) The Village opposes any change in the present work chart and submit that the inclusion of chart days would result in an additional two weeks off per police officer. They submit that if granted, the Village would have to rely on additional part-time police officers to fully staff the department.

Chart reduction is one of most significant structural changes that the parties to a labor agreement can negotiate. Absent a compelling reason, the Panel Chair is reluctant to make such a recommendation. If the work chart presents a significant problem to the operation and efficiency of the Police Department and its members, then it behooves the parties to negotiate whatever structural changes meet their bilateral needs. Thus, the Panel does not award chart days.

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**ISSUE NUMBER SEVEN  
PENSION, GROUP HEALTH AND LIFE INSURANCE  
NEW ARTICLE 24.3  
DISCUSSION AND AWARD**

The PBA is seeking a provision which would provide health insurance and including dental and optical to retirees. The Village stringently opposes this proposal and notes that no other Village employees currently enjoy these benefits. The Village additionally argues that the costs associated with such a proposal are excessive and that due to unit demographics would constantly increase.

The record documents that the costs of this proposal are significant and are not warranted. While such benefits are found in some other police departments, the overwhelming percentage do not protect retirees in the manner that the PBA seeks. If the PBA believes that such a proposal is warranted, then it behooves them to negotiate such change in the successor agreement. Health insurance upon retirement is another structural change that should be negotiated by the parties to meet their needs. This Award does not reflect the structural changes sought by either party.

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**ISSUE NUMBER EIGHT  
JURY DUTY  
DISCUSSION AND AWARD**

The PBA argues that since Police Officers are now eligible for jury duty, that contractual language is necessary to protect those officers who so serve. While several contracts in the PBA's comparability survey include released time for jury duty, many are silent. (PBA X #23 - 5) The Village opposes any such language and argues that the legal

requirements pursuant to Section 619 of the New York State Judiciary Law provide the necessary protections. Thus, they submit that such a provision need not be reduced to contract language. While several of the PBA's arguments are theoretically correct, the record does not document that a problem exists with the present system. Thus, the Panel does not award jury duty leave.

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**ISSUE NUMBER NINE  
DISCIPLINARY PROCEDURE  
DISCUSSION AND AWARD**

The present CBA is silent with respect to disciplinary procedures. Police officers are disciplined pursuant to the provisions of the Civil Service Law. The PBA seeks a provision which would provide command discipline and arbitration for suspensions of 45 days or more, demotion in grade, or termination if elected as an alternative to Section 75. The Village opposes any such changes and asserts that there are no problems with the current system. Additionally they argue that the present Section 75 system is the traditional method used to discipline police officers.

The record documents that absent any problems with the present system, or a compelling reason to add a disciplinary procedure to the CBA, that no such recommendation would be forthcoming. Thus, the Panel does not award an alternative disciplinary procedure.

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**ISSUE NUMBER TEN  
PROPOSAL 3 AND 4 RELATE TO CHANGE IN ARTICLE 7 TO AMEND REFERENCE  
TO DISCHARGE OR SEPARATION FOR RECEIPT OF BENEFITS.  
DISCUSSION AND AWARD**

The Village seeks an adjustment in Article Seven which provides for the payment of certain benefits upon separation from employment. Specifically, the change sought by the

Village would eliminate these payments to officers who are discharged. Additionally, the proposal seeks to elongate the benefit eligibility period. Certain benefits are also provided to the “survivor” of the unit member. Yet, according to the Village, no clear definition exists for the establishment of the “survivor.” They seek a clearer definition of “who is the survivor.” The Village acknowledges that the problem is prospective in nature and seeks a contract modification in order to avoid any potential future question. Absent any documented issues with the present system, or a compelling reason to modify to same, no such recommendation is forthcoming.

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**ISSUE NUMBER ELEVEN**  
**PROPOSAL 7-10 LEAVE PROVISIONS**  
**DISCUSSION AND AWARD**

The Village seeks an adjustment in the present Article Thirteen and Fourteen which provides for the payment of leave benefits and accruals. Specifically, the change sought by the Village would eliminate “triple time payments” to officers who work a holiday.<sup>2</sup> The proposal would pay an officer who works a holiday regular time for working that day plus holiday pay.

Additionally, the Village seeks to eliminate certain leave co-mingling which permits an officer to use accumulated sick leave for other types of leave. The Village refers to these benefits as “excessive” and seeks relief in these areas. Yet, even if these benefits are characterized as excessive, they are the result of a bilateral negotiated agreement that the parties voluntarily entered into. What is absent from the equation is what was the exact benefit of the bargain and what the PBA may have relinquished to achieve this goal.

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<sup>2</sup> The PBA notes that “triple time” is paid only when a police officer is called in on a holiday that they were not regularly scheduled to work.

**The record documents that absent any demonstrated structural abuse, no Article 13 and 14 recommendations would be forthcoming. If there exists a leave abuse problem, then the Village presently has sufficient managerial authority to remedy such problems within the confines of the CBA. Furthermore, the Village's attempt to limit certain leave protections for three specific officers is best left to the negotiations process and should not be the subject of an interest arbitration determination. Thus, the Panel does not award this change.**

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**A-W-A-R-D**

1. **TERM and RETROACTIVITY**

The term of this Award is from June 1, 1998 to May 31, 2000. All officers on the payroll effective June 1, 1998 through May 31, 2000 shall receive the full salary and benefits contained herein. Those on the payroll as of June 1, 1998, but who left prior to the date of this Award, shall receive prorated salary adjustments and benefits.

CONCUR Ang V. Sg DISSENT \_\_\_\_\_  
CONCUR William Wake DISSENT \_\_\_\_\_

2. **SALARY AND COMPENSATION**

a) For the calendar year 1998, the current police officers' salary schedule shall be increased by 3.25 percent retroactive to January 1, 1998.

b) For the calendar year 1999, the current police officers' salary schedule shall be increased by 3.25 percent retroactive to January 1, 1999.

c) For the period June 1, 1998 through May 31, 1999 the current police officers' longevity schedule shall be increased by fifty dollars percent retroactive to June 1, 1998.

d) For the period June 1, 1999 through May 31, 2000 the current police officers' longevity schedule shall be increased by fifty dollars retroactive to June 1, 1999.

CONCUR Ang V. Sg DISSENT Ang V. Sg  
C & D A & B  
CONCUR William Wake DISSENT William Wake  
a + b (c + d)

3. **UNIFORM ALLOWANCE**

a) Effective June 1, 1998, the uniform allowance shall be increased by \$25.00 to \$575.

b) Effective June 1, 1999 the uniform allowance shall be increased by fifty dollars to \$625.

CONCUR *Ang V. [Signature]* DISSENT \_\_\_\_\_  
CONCUR *[Signature]* DISSENT \_\_\_\_\_

4. **MEAL ALLOWANCE**

Effective June 1, 1998, the meal allowance shall be increased by one dollar from ten dollars to eleven dollars.

CONCUR *Ang V. [Signature]* DISSENT \_\_\_\_\_  
CONCUR *[Signature]* DISSENT \_\_\_\_\_

5. **SHIFT DIFFERENTIAL**

a) Effective June 1, 1998, the shift allowance for officers who worked the "C" line 3:00 P. M - 11:00 P.M. by twenty cents per hour.

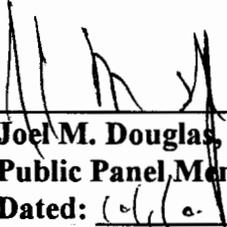
b) Effective June 1, 1998 the shift allowance for officers who worked the "A" line 11:00 P.M. - 7:00 A.M. by forty cents per hour.

CONCUR *Ang V. [Signature]* DISSENT \_\_\_\_\_  
CONCUR \_\_\_\_\_ DISSENT *[Signature]*

**THOSE ISSUES PRESENTED BY THE PARTIES THAT ARE NOT SPECIFICALLY ADDRESSED IN THIS AWARD WERE ALSO CAREFULLY CONSIDERED BY THE PUBLIC ARBITRATION PANEL, BUT REJECTED IN THEIR ENTIRETY.**

# **AFFIRMATION**

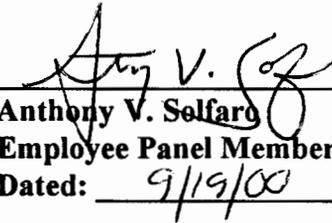
**Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.**



\_\_\_\_\_  
**Joel M. Douglas, Ph.D.**  
**Public Panel Member and Chairman**  
Dated: 9/1/00

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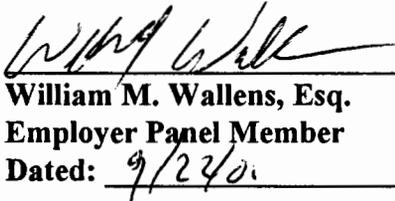
**Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.**



\_\_\_\_\_  
**Anthony V. Solfaro**  
**Employee Panel Member**  
Dated: 9/19/00

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**Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.**



\_\_\_\_\_  
**William M. Wallens, Esq.**  
**Employer Panel Member**  
Dated: 9/24/00

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

On this <sup>14</sup> 14<sup>th</sup> day of <sup>October</sup> 2000 before me personally came Joel M. Douglas to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:

*Lynn J. Maier*  
LYNN J. MAIER  
WESTCHESTER COUNTY  
#02 MA 4697866  
EXPIRES OCT. 31, 2001

LYNN J. MAIER  
NOTARY PUBLIC, State of New York  
No. 02MA4697866  
Qualified in Westchester County  
Commission Expires 10/31/01

STATE OF NEW YORK  
COUNTY OF ORANGE  
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*Lorraine J. McGinness*  
LORRAINE J. Mc GUINNESS  
Notary Public, State of New York  
Qualified in Orange County  
Reg. No. 4620194  
Commission Expires June 30, 20 01

On this <sup>19</sup> 19<sup>th</sup> day of <sup>Sept</sup> 2000 before me personally came Anthony V. Solfaro to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:

STATE OF NEW YORK  
COUNTY OF -----

*Andrea Rosanna*  
ANDREA ROSANNA  
Notary Public, State of New York  
No. 4773541  
Qualified in Albany County  
Commission Expires 11/30/00

On this <sup>22</sup> 22<sup>th</sup> day of <sup>Sept</sup> 2000 before me personally came William M. Wallens, Esq. to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same: