

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration )  
 )  
Between )  
 )  
VILLAGE OF PELHAM MANOR ) OPINION  
 )  
and ) AND  
 )  
POLICE BENEVOLENT ASSOCIATION ) AWARD  
OF PELHAM MANOR )  
 )  
Case No. IA2005-036; M2005-098 )  
 )

BEFORE: Martin Ellenberg, Esq.  
Public Panel Member and Chairperson  
  
David M, Wirtz, Esq.  
Public Employer Panel Member  
  
Maureen McNamara, Esq.  
Employee Organization Panel Member

APPEARANCES:

For the Village: Littler Mendelson, P.C.  
by Bruce R. Millman, Esq.  
Lisa Brauner, Esq.

Also Present: John T. Pierpont, Village Manager  
Maryalice Barnett, Personnel Manager

For the Association: Pat Bonanno & Associates, P.C.  
by Pat Bonanno, Esq.

Also Present: Robert Martin, President  
Marc S. Lenci, Vice President  
James Lauria, Retired Police Officer  
Kenneth Campion, Detective/Former Treasurer

The Village of Pelham Manor (Village) and the Police Benevolent Association of Pelham Manor (PBA) are Parties to a collective bargaining agreement (Agreement) which

expired effective May 31, 2004. Their efforts to negotiate a successor Agreement, including the participation of a Mediator designated by the New York State Public Employment Relations Board (PERB), were not successful and, dated November 25, 2005, the Association filed a Petition for Compulsory Arbitration.

Having determined that the dispute between the Village and the Association was within the provisions of Civil Service Law Section 209.4, the New York State Public Employment Relations Board, under the authority vested in it by Section 209.4, designated this Public Arbitration Panel for the purpose of rendering a just and reasonable determination in this matter.

By mutual agreement of the Parties, three hearings were held, on July 20<sup>th</sup>, August 8<sup>th</sup> and September 6, 2006 at the Village Hall. Each Party, by its representatives, had full opportunity to present its position through witnesses, testimony, evidence, exhibits and argument, made in the presence of, and subject to cross-examination and rebuttal by, the opposing Party. Post-Hearing briefs were submitted by the Village, dated October 12, 2006, and by the Association, dated October 15, 2006.

In addition, the Panel met, in executive session, on October 25, 2006.

Section 209.4 (c) (v) states:

....the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of 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 interest and welfare of the public and the financial ability

of the public employer to pay:

- c. comparison of the 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.

#### POSITIONS OF THE PARTIES:

The Parties agree on the terms of the Agreement, two (2) years, June 1, 2004 through May 31, 2006.

The PBA proposes salary increases of eight percent (8%) each year of the Agreement, effective June 1, 2004 and June 1, 2005, respectively.

It argues that although the base salary for top grade Officers are second highest among Westchester villages, that Pelham Manor Officers work more days, that their hourly and daily rates are lower and that, in addition, longevity pay is inadequate. It argues, also, that Pelham Manor is debt free and has the ability to pay and that Officers in Westchester County are paid lower salaries and benefits than Officers in comparable communities such as Sands Point and Kings Point, in Long Island, and Piermont, in Rockland County.

The PBA proposes, also, that the Agreement contain provision for the Village to pay 100% of the premiums for individual and family health insurance for retired Officers.

The PBA notes that some active Officers contribute to the cost of health insurance premiums but argues [AX-16] that "100% employer paid health insurance is an almost universal benefit for police retirees, not only in Westchester County but also throughout the

State of New York.” It acknowledges some variations in Ossining, Port Chester and Scarsdale.

The PBA argues that Village records show that, prior to April 2005, when it reduced its contribution to retiree health insurance, that it had paid, for retirees, 65% of individual coverage and 50% of the additional cost for family coverage. Arguing, also, that the Village has “traditionally” provided better health insurance benefits to Police than to the Firefighters, it notes that the Village recently completed negotiations with the Firefighters and agreed to pay 70% of health benefit premiums for retirees.

The PBA states, as well, in its Post-Hearing Brief, that, “It is undisputed that the Police Association made 100% employer-paid health insurance to retirees a main demand in bargaining for the contract to commence on June 1, 2004.”

In addition to the proposals cited above, the PBA submitted proposals for increasing the Village’s contribution toward the Dental Plan and Life Insurance, increasing the Uniform Allowance, Shift Differential and Longevity and adding a day’s pay for Officers who work on Labor Day. It proposed, also, that the Village provide an Optical Plan.

The Village proposes increases of 3.5%, per year. It notes that its recent agreements with the CSEA and the Firefighters provided, annually, for 3.5% and 4.0%, respectively, and cites the Association’s Exhibit -12 which showed a range from 3.25% to 4.5% for Westchester Villages, 6/1/04 – 5/31/06.

With regard to Health Insurance, the Village argues that the Association proposal, “...would dramatically [original emphasis] change the contract, which currently contains no guarantee or provision whatsoever of any level of contributions....(except for some individu-

als who retired in earlier years within a specific window). And it would dramatically increase costs for the Village, by literally millions of dollars.”

The Village proposes, also, to update language to reflect State anti-discrimination law; to increase to “more than one (1) tour of duty” the length of assigned time that an Officer must replace a higher ranking Officer to qualify for the higher rate of pay; to increase from two weeks to two months, the period of notice an Officer, who resigns, must provide in order to be paid for vacation; to reduce the period when an Officer is absent from work, from 60 days to 30 days, after which vacation is prorated; to require Officers, hired prospectively, to continue to contribute to their health insurance premiums after reaching First Grade; to delete Leave for Association Business; to revise sick leave from “unlimited” to accrual of one day per month of service; to eliminate the provision for additional personal leave for emergencies; to revise the Grievance Procedure including a requirement that grievances must be filed within ten (10) days, reduced from thirty (30); to revise Article XIX, G.M.L. Section 207-c, with regard to written application, monthly reports and appeal procedure; and to delete language concerning notice of negotiation for a successor Agreement.

#### OPINION:

Based on the exhibits presented in support of a salary revision, I find that an increase of four (4) percent per year, effective June 1, 2004 and June 1, 2005, is appropriate.

The comparable communities with which Pelham Manor should be compared are those in Westchester County. That range of settlements, for Police, were in the area of 3.25% to 4.5%. Within Pelham Manor, the recent settlement for 4% with the Firefighters argues

against the Village's offer of 3.5% for Police Officers and gives further credibility to a finding for 4%.

With regard to the Association's proposal for retiree health insurance, given the Parties emphatic positions, it is clear that this Panel cannot issue an Award that would be welcomed by both Parties. Despite efforts by the Panel Chair, no offers or proposals were forthcoming from the Parties that would be viewed as narrowing their differences on this issue. Further, the oral arguments presented by the Parties, during the Hearings, suggests that their prior negotiations, including the intervention and efforts of a PERB appointed Mediator, were similarly deadlocked and reached impasse primarily because of this issue.

Recognizing the significance and focus of the retiree health insurance issue, its impact on the Association membership as well as the cost to the Village, and recognizing, as well, that upon the issuance of this Award, that the Parties will immediately commence negotiations for an Agreement retroactive to June 1, 2006, I find it appropriate to mandate as few changes as possible, to the expired Agreement, and to allow the Parties the opportunity to negotiate a settlement rather than having one imposed.

It is certainly possible that putting this issue back on the negotiating table may result only in another impasse and the need to again resort to Interest Arbitration. To encourage an improved climate for negotiations, it is *strongly recommended* that the Village promptly, rescind the revisions of the retiree insurance benefits which it effected in April 2005. I believe that good faith efforts and better communications, by and between the Parties, can permit the Parties to balance and negotiate their numerous proposals and to reach an Agreement.

Consistent with the foregoing, I find and make the following

**INTEREST ARBITRATION AWARD:**

Terms of Agreement: June 1, 2004 through May 31, 2006.

Wages-Schedule A (1): Increase 06/01/03 rates by 4%, effective 06/01/04  
Increase 06/01/04 rates by 4%, effective 06/01/05

Other than the revisions noted above, in this Award, the provisions of the Agreement for the period June 1, 2001 - May 31, 2004 remain unchanged.

  
MARTIN ELLENBERG, ESQ.  
PUBLIC PANEL MEMBER AND CHAIRPERSON

January 29, 2007

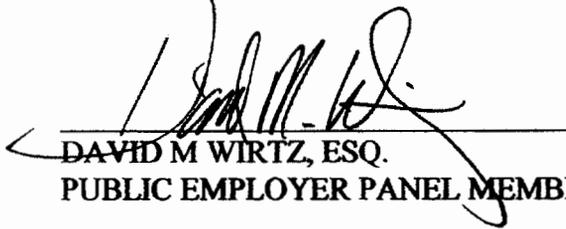
State of New York            )  
County of Westchester    ) ss:

I, Martin Ellenberg, do hereby affirm, upon my oath as Public Panel Member and Chairperson, that I am the individual described in, and who executed, this instrument, which is my Award.

  
MARTIN ELLENBERG, ESQ.

January 29, 2007

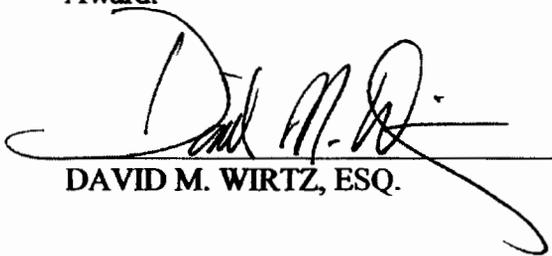
I concur / dissent.

  
\_\_\_\_\_  
DAVID M WIRTZ, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

Dated 2/5/07

State of New York     )  
County of New York   ) ss:

I, David M. Wirtz, do hereby affirm, upon my oath as Public Employer Panel Member, that I am the individual described in, and who executed, this instrument, which is my Award.

  
\_\_\_\_\_  
DAVID M. WIRTZ, ESQ.

Dated 2/5/07

\* \* \*

I concur /dissent.

\_\_\_\_\_  
MAUREEN McNAMARA, ESQ.  
EMPLOYEE ORGANIZATION PANEL MEMBER

Dated \_\_\_\_\_

State of New York     )  
County of               ) ss:

I, Maureen McNamara, do hereby affirm, upon my oath as Employee Organization Panel Member, that I am the individual described in, and who executed this instrument, which is my Award.

\_\_\_\_\_  
MAUREEN McNAMARA, ESQ.

Dated \_\_\_\_\_

I concur / dissent.

Dated \_\_\_\_\_

\_\_\_\_\_  
DAVID M WIRTZ, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

State of New York        )  
County of                ) ss:

I, David M. Wirtz, do hereby affirm, upon my oath as Public Employer Panel Member, that I am the individual described in, and who executed, this instrument, which is my Award.

Dated \_\_\_\_\_

\_\_\_\_\_  
DAVID M. WIRTZ, ESQ.

\* \* \*

I dissent

*Maureen McNamara*  
\_\_\_\_\_  
MAUREEN McNAMARA.

Dated \_\_\_\_\_

EMPLOYEE ORGANIZATION PANEL MEMBER

State of New York        )  
County of                ) ss:

I, Maureen McNamara, do hereby affirm that I am the individual described in, and who executed this instrument, and my dissent is attached to this Award.

*Maureen McNamara*  
\_\_\_\_\_  
MAUREEN McNAMARA

Dated February 28, 2007

Sworn to before me this 28<sup>th</sup>  
day of February 2007

*Linda Barbara Elg*  
\_\_\_\_\_  
Notary Public

**LINDA BARBARA ELG**  
Notary Public, State of New York  
#4838549  
Qualified in Rockland County  
Commission Expires May 31, 2007

## DISSENT OF THE EMPLOYEE PANEL MEMBER

By issuing this Award refusing to decide the issues, the arbitration panel denied the parties their statutory right to have an arbitration panel make a just and reasonable determination of the issues in dispute.

On page 2 of the Award, the Chairman quotes the statutory duty of this arbitration panel, as follows:

“Section 209.4 (c) (v) states:

....the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:  
a. comparison of wages, hours and conditions of employment. . . .”

That section, including the beginning, 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. . . .”

The arbitration panel had a statutory obligation to evaluate the issues, apply the statutory criteria and make a fair and just determination of the issues in dispute. This Award does not comply with Section 209.4 (c) (v).

The parties began negotiations in April 2004, for the contract to commence June 1, 2004. Despite negotiating for over a year prior to declaring an impasse, the parties were unable to reach an agreement. As the Chairman points out, the

parties were unable to reach an agreement even with the participation of a Mediator designated by PERB.

This is a 26 member police union. At the hearings, it was explained to the arbitration panel that this was the first time the parties would have a contract decided by an arbitration panel. The PBA officers themselves had negotiated the collective bargaining agreements, without the use of attorneys or professional negotiators, for many years. Around two years ago, after the parties had been unable to reach an agreement for a new contract, this small PBA hired an attorney to represent it in the mediation/ arbitration process. After mediation was unsuccessful, on November 25, 2005, the PBA filed a Petition for Compulsory Arbitration. The arbitration panel held three days of hearings. Testimony was taken. Numerous charts were submitted. Scores of exhibits were admitted into evidence. The parties thoroughly presented their case in support of each of its proposals. The PBA and the Village each submitted thorough post hearing briefs. The Panel met in Executive Session in October 2006 and had subsequent telephone conferences.

In addition to paying for the preparation of the presentation and representation, in accordance with the arbitration rules, this small PBA is obligated to pay the employee organization member of the arbitration panel, in

addition to paying one half of the Chairman's bill. This is an enormously expensive process for a small PBA.

The Village had three attorneys, including the employer panel member, sitting at the arbitration table on each hearing date.

And after both parties spent an enormous amount of money, and became obligated to pay even more, in order to obtain a just determination of the issues in dispute for the 2004-2006 contract, what happens? The Chairman issues an award refusing to comply with his obligation to decide the issues in dispute in accordance with the statutory criteria in order *“to allow the Parties the opportunity to negotiate a settlement rather than having one imposed.”* After three years of unsuccessful negotiations, the parties had a statutory right to a just determination, and the arbitration panel had a duty to impose one.

When I received the draft of the arbitration award, I saw that the Chairman had not decided any of the issues. (He granted only a salary increase, but it is debatable whether salary even qualified as an issue in dispute. The salary increase was essentially a “no brainer” It was the “going rate” and the same raise that the Village had agreed to give its firefighters, and the salary increase was certainly not the reason the parties were before an arbitration panel.)

After all the time and effort of the parties and the time expended by the

arbitration panel, the Chairman, who had a statutory obligation to evaluate the proposals, apply the statutory criteria, and make a fair and just determination of the issues in dispute, instead determined not decide the issues.

Upon receipt of the draft, I telephoned the Chairman, and asked him if he remembered that the Employer panel member David Wirtz, at the executive session, had told him that the PBA had proven its case for an increase in the Village's payment to the PBA for dental insurance and for an increase in clothing allowances, and that Mr. Wirtz also seemed open to an increase in life insurance payments - only questioning whether the PBA was getting the best price. The Village's payments toward these benefits had not increased in about a decade. In my conversation with the Chairman, he acknowledged remembering that Mr. Wirtz had indicated those increases were justified.

In that phone conversation with the Chairman, I told him that I was stunned to receive this draft arbitration award that did not even give the PBA the increases that the employer member of the panel felt were justified. In essence, the Chairman indicated that he had to grant a salary increase but that he did want the Award to address the merits of the issues because he was sending all the issues back to the parties for further negotiations.

The Chairman's conclusion that "I believe that good faith efforts and better communications, by and between the Parties, can permit the Parties to balance and negotiate their numerous proposals and to reach an Agreement." is presumably a reference to the upcoming 2006-2008 contract negotiations, even though it is the 2004-2006 contract that is before this panel. The issues before this panel were the 2004 proposals for the contract to commence June 1, 2004. The Chairman apparently expects the parties to skip the resolution of the 2004 proposals for the 2004-2006 contract and he appears to presume, without any evidence as to what else now needs to be addressed, that the parties should just negotiate the same proposals for the 2006-2008 contract negotiations. This is irrational. I would expect both parties to have new proposals for the 2006-2008 contract.

Both the Village and the Police Union deserved that the issues put before this panel be decided. They should not have to bear the expense of this arbitration and not have the outstanding issues settled.

It has been outlined even in the Chairman's written award that the parties could not reach an agreement on the outstanding issues presented to this panel. It was therefore the statutory responsibility of the Chairman to issue an award which decides those very issues. The decision of the Chairman to sidestep the issues at hand is unfair, especially considering the urgency of the issues, and considering that if the upcoming contract negotiations end up in binding arbitration, it will likely be at least two more years to the issues are resolved.

The history of labor relations in this Village shows that if the present issues are settled, then what has always been a harmonious labor relationship will, in all likelihood, resume. Under this Award, the Chairman has only insured that the

present discord will be extended for a prolonged period, doing a disservice to the parties involved and the people of this Village.

In our telephone conversation after I received the draft, I reminded the Chairman that the Village had changed the status quo on the health insurance for retirees issue so this was not a situation where he could not decide the issue and maintain the status quo. The Village had reduced the rate of contribution for those already retired, in April 2005 - a year after negotiations began. The Chairman stated, in sum and substance, that if David Wirtz signed the draft, making it into an arbitration award, as a signatory to an arbitration award, containing the language "*it is strongly recommended that the Village promptly, rescind the revisions of the retiree insurance benefits which it effected in April 2005*" then the Village would be acting in bad faith if it did not comply with that recommendation since Mr. Wirtz is the Village's labor counsel.

This is binding arbitration, not advisory arbitration. I agree that the Village will be acting in bad faith if it doesn't comply with that recommendation. However, the PBA was entitled to a fair and binding determination of the issues in dispute - a lot more than a recommendation for the Village to reinstate a practice while the parties try again to negotiate the issues.

The Chairman made no attempt to determine any of the issues in dispute, other than a salary increase. The Chairman did not even discuss the merits of the proposals. His entire reference to the other PBA proposals was as follows:

“In addition to the proposals [salary increase, retiree health insurance] cited above, the PBA submitted proposals for increasing the Village’s contribution toward the Dental Plan and Life Insurance, increasing the Uniform Allowance, Shift Differential and Longevity and adding a day’s pay for Officers who work on Labor Day. It proposed, also, that the Village provide an Optical Plan.”

The Chairman also did not discuss the merits of any of the Village’s proposals, and just gave a one paragraph summary of the Village’s proposals.

The job of this arbitration panel was to make a fair and just determination of the issues in dispute for the June 1, 2004 through May 31, 2006 contract.

The Chairman had no statutory authority to refuse to issue a binding determination, and instead send the contractual issues back to the negotiating table.

Civil Service Law 209 (4)(iv) states:

“all matters presented to the public arbitration panel for its determination shall be decided by a majority vote of the members of the panel. The panel, prior to a vote on any issue in dispute before it, shall, upon the joint request of its two members representing the public employer and the employee organization respectively, refer the issues back to the parties for further negotiations;

Thus the issues in dispute must be decided by the panel on the basis of the statutory criteria unless the two panel members representing the public employer and the employee organization jointly request that an issue be referred back to

the parties for further negotiations. That did not happen. Quite the contrary. At the Executive session last October, the Chairman did ask the other two panel members whether we thought the parties could resolve the disputed issues if another attempt was made at negotiations. Employer Panel Member David Wirtz, who has been the labor counsel for the Village for many years, told the Chairman, in essence, that he did not think the parties could reach an agreement and the parties needed an arbitration award.

In view of the above, the Chairman's sending the issues back for negotiations is both irrational and contrary to the statutory requirements. For the Chairman just to grant the going rate salary increase and refuse to make a determination on the issues, in order to "*allow the Parties the opportunity to negotiate a settlement rather than having one imposed*" is totally absurd. The parties have been waiting almost three years for a resolution of this contract dispute. The parties have had the opportunity to negotiate *a settlement rather than having one imposed* for three years. The parties were unable to do so.

The Chairman acknowledges that the primary reason the parties ended up in arbitration was to obtain a determination as to what the Village's contribution toward these police officers' health insurance should be during retirement. The PBA wanted an increase to 100% and for this provision to be put into the

contract. And despite the State Legislature granting to police unions the right to have this type of dispute determined by an arbitration panel issuing a binding determination, this panel refused to do so.

The Chairman's failure to write any provision into the collective bargaining agreement concerning Health Insurance for Retirees is contrary to the statutory requirements and was totally unjust.

### **Summary of Health Insurance for Retirees issue**

**The PBA only has the right to negotiate for** health insurance during retirement for employees who were not retired prior to June 1, 2004. A union does not have the right to negotiate for former employees who retired under prior contracts.

For ease of understanding, I will use the terms "health insurance" and "premiums" even though the evidence shows Pelham Manor has no insurance but instead is self-insured under the MEBCO plan. Pelham Manor Village Manager John Pierpont is the Administrator of the MEBCO Plan with authority to set the premium.

Village Manager Pierpont testified that the same premium rate is billed for retirees as active employees and that since Medicare is primary for some retirees, the rate for the employees would be higher, if not for the retirees being billed at the same rate.

The Village chose not to have any health insurance policy to cover large unexpected claims.

Most municipalities in New York have health insurance through the New York State Department of Civil Service, known as the "Empire Plan" The Empire Plan

has a mandatory minimum contribution by the municipalities of 50% of the cost of individual coverage and 35% of the additional cost of family coverage, for retirees. In addition, the municipalities must reimburse the Medicare premiums to retirees with Medicare

In April 2004, as part of negotiations, the PBA proposed that the contract effective June 1, 2004 contain a provision requiring that the Village pay 100% of the premiums for individual and family health insurance during their retirement.

It is undisputed that the vast majority of police officers in Westchester County receive 100% employer paid health insurance for individual and family coverage during their retirement.

Dozens of collective bargaining agreements were admitted into evidence and I believe that every single one of them has a provision for health insurance for the employees during their retirement.

There is no provision in the Pelham Manor collective bargaining agreement concerning health insurance for the employees during their retirement and there has not been for many years.

As a long-standing practice, the Village had always made contributions to health insurance for police retirees, sometimes as much as 100%.

A year after these negotiations began, in April 2005, the Village unilaterally reduced its contribution for health insurance for police retirees to 50% of the cost of individual coverage and 35% of the additional cost of family coverage.

Village records show that, prior to April 2005, when it reduced its contribution to retiree health insurance, that for at least the last decade, for police retirees, the Village paid 65% of the rate for individual coverage and 50% of the additional cost for family coverage. In addition, the Village reimbursed the Medicare

premium to retirees with Medicare. (The Village pays 100% for some police retirees who retired many years ago.)

The Chairman obviously did not think the Village's current rate of contribution was fair because he "*strongly recommended that the Village promptly, rescind the revisions of the retiree insurance benefits which it effected in April 2005*"

Since the start of the arbitration, three more members of the bargaining unit became eligible to retire. The parties were in dire need of a determination on this important issue. The officers who are eligible to retire in the next decade or so will have been working in Pelham Manor for twenty years or more. (Employer Exhibit 15)

The Village continues to pay 100% of the cost for health insurance for some Village employees who retire. For example, the Police Department's secretary who retired within the last year after only 10 years of service, is receiving 100% Village paid health insurance.

The parties have severe communication problems on this issue. (see correspondence admitted as Union Exhibit 19, showing that the Village repeatedly refused to supply relevant information concerning retiree health insurance to the PBA.) The Chairman notes the need for better communication but he did nothing to solve the problem, even though the panel had the authority to require the parties to provide information.

Last summer, the Village settled with its Fire Department, agreeing to a substantial increase the Village's contribution to 70% of the cost of health insurance for Fire Department employees during their retirement. Prior to this settlement, and unlike the police, even prior to April 2005, the Village only contributed 50% of the cost of individual coverage and 35% of the additional cost of family coverage for retired firefighters. (See Union Exhibit 46,47.)

In Pelham Manor, for many years, the Village always contributed more for police retirees than for retired firefighters.

Although the Village changed its rate of contribution for retired police officers in April 2005, it has not yet changed its rate of contribution during their retirement for the active police officers since no one has recently retired. If the Village does reduce the payments for active officers who retire, to payment of only fifty percent of individual coverage and thirty-five percent of family coverage, (or less), the PBA believes that should result in an Improper Practice Charge at PERB. Consequently, for example, it is the PBA's belief that if a police officer with individual coverage retires tomorrow, the Village is already obligated to pay 65% of the cost because of the past practice. The Village disagrees.

The Village is now paying less for its health insurance for its police retirees that it did at the commencement of these negotiations. Furthermore, the Village asserted that since it is not enrolled in the Empire Plan, it is not bound by the Statewide minimum and it can reduce its contribution to nothing.

I set forth the above, because, I believe it shows, that the parties had an urgent need for the panel to issue a determination.

Since I'm the one writing a dissent and I am the employee organization panel member, it would appear that the PBA lost on the health insurance in retirement issue.

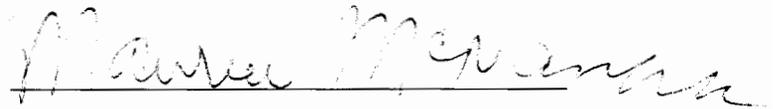
Normally when two parties go to interest arbitration, there is, at most, one loser on a given issue. In this case, both parties lost. While the Village may originally gloat because this arbitration award does not contain a binding determination, after reflection, I'm sure it will occur to the Village officials that the Village did not win anything. This issue has not gone away. It still needs to

be determined. Since no police officer retired during this contract, the Chairman's failure to make a determination on this issue did not save the Village any money. And the Village spent lots of taxpayers' money to obtain a determination, and in return, received nothing for their taxpayers' dollars.

I am a firm believer in the benefits of a good management union relationship. I have been involved in many interest arbitrations over the years. After the issuance of an Award, because there is an end to the contractual dispute, the parties accept the determination, and move onto other matters. For almost three years, the PBA and the Village have waited for a resolution of this issue. And this Arbitration Award denied the parties a resolution. The PBA and the taxpayers had to spend a lot of money on the arbitration process. It is neither in the interest of the PBA nor of the Pelham Manor taxpayers to have to pay for another arbitration proceeding,

The people of Pelham Manor certainly want to maintain their life style in a pleasant and safe community. I cannot imagine that continuing this dispute for more years is anything but a negative for both the police officers and the residence of the community they protect and serve.

The Chairman accepted the assignment of becoming the Chairman and public member of an arbitration panel with a statutory obligation to issue a fair and just determination of the issues in dispute for the contract to commence June 1, 2004. The parties had a statutory right to obtain a fair and just determination for that contract. If the Chairman did not want to impose a resolution to the issues in dispute by making a binding determination, he should have resigned and removed his name from the PERB list of public members.

A handwritten signature in cursive script, appearing to read "Maureen McNamara", written over a horizontal line.

Maureen McNamara  
Employee Organization Panel Member