



## **INTRODUCTION**

On November 17, 2005 the New York State Public Employment Relations Board (hereinafter "PERB") having determined that a dispute continued to exist in negotiations between the Village of Johnson City (hereinafter "Village") and the Johnson City Police Association (hereinafter "Association"), and acting under the authority vested in it under Section 209.4 of the Civil Service law, designated the above-listed Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute.

On June 14, 2006 in the Village of Johnson City Village Hall, New York, an arbitration hearing was conducted before the Panel, which received exhibits, contracts, demonstrative evidence and testimony. Thereafter, both parties submitted extensive briefs and analysis. The briefs were received on or about May 10, 2007.

The Panel met in Executive Sessions on June 5, 2007. Subsequent to such formal Executive Session, the Panel engaged in discussions concerning the issues raised by the parties. Subsequently, the Panel was able to reach agreement on an Award for the period commencing June 1, 2004 and continuing through May 31, 2006. The following is the Opinion and Award in this matter.

## **THE STATUTORY STRUCTURE**

Subdivision 4 of Section 209 of the Civil Service Law was enacted to provide a means for resolving negotiation impasses between public employers in New York State and police and firefighters, as defined in the statute. Subdivision 4 provides that, when PERB determines that an impasse exists, it shall appoint a mediator to assist the parties to effect a voluntary resolution of the dispute. If the mediator is unsuccessful within a stated period, either party may petition PERB to refer the dispute to a Public Arbitration Panel.

Section 205.4 of PERB's Rules and Regulations promulgated to implement Subdivision 4 of Section 209 requires that a petition requesting referral to a Panel contain:

- (3) A statement of each of the terms and conditions of employment raised during negotiations, as follows:
  - (i) terms and conditions of employment that have been agreed upon;
  - (ii) petitioner's position regarding terms and conditions of employment not agreed upon.

The response to the petition must also contain respondent's position specifying the terms and conditions of employment that were resolved by agreement, and as to those that were not agreed upon, respondent shall set forth its position.

The Public Arbitration Panel shall then hold hearing on all matters related to the dispute and all matters presented to the Panel shall be decided by a majority vote of the members of the Panel.

The Panel is directed to make a just and reasonable determination of the matters in dispute. The statute spells out the following criteria, which must be taken into consideration, when relevant:

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 qualification;
  - (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.

The Panel's determination is final and binding upon the parties for the period prescribed by the Panel. The maximum period is for two years.

### **BACKGROUND FACTS**

The Collective Bargaining Agreement between the parties extended from June 1, 2000 to May 31, 2004. The parties began negotiations for a successor agreement in 2004. The parties met on a number of occasions in an effort to reach an agreement. Bargaining was not successful and the PBA filed a Declaration of Impasse and requested the appointment of a mediator. The mediation process failed to resolve the outstanding issues and a Petition for Compulsory Interest Arbitration was filed by the PBA on September 20, 2005. with the Village filing its Response on October 4, 2005.

### **TERM OF AWARD**

This Award shall be for the period of June 1, 2004 through May 31, 2006. The Village shall pay retroactivity to all employees who worked during the expired agreement up to and including the date of the signature of the Panel Chairman to this Award. The Village shall implement this Award no later than the first (1<sup>st</sup>) full pay period after the date of the signature of the Panel Chairman to this Award. The Village shall pay all

retroactivity no later than sixty (60) calendar days after the date of the signature of the Panel Chairman, with a worksheet provided to everyone who is receiving retroactivity setting forth what the retroactivity payment represents (i.e., overtime, Holiday pay, shift differential, etc.) and how the calculation(s) were made.

### **ISSUES**

In accordance with the provisions of Section 209.4 of the New York Civil Service Law, the parties hereto submitted the following issues to the undersigned arbitration panel:

- Salary
- Longevity Pay
- Health Insurance
- Holidays
- Shift Scheduling/Shift Premium
- Compensatory Time/Overtime Pay
- Vacation and Personal Leave
- Discipline and Grievance Procedures
- Uniform Allowance
- On Call Pay
- Physical Fitness Incentive

The Panel has carefully weighed the evidence and testimony submitted to it during the hearing and in post-hearing briefs in its determinations. The Panel has attempted to take a balanced approach to the demands, one that recognizes the fiscal considerations of the Village and the legitimate concerns of the members of the Association. The Panel

has applied the criteria set forth in the law in assessing the merits of the parties' demands. The Panel's award is for a two-year Agreement.

## **DISCUSSION AND DETERMINATION OF THE ISSUES**

### **1. Salary/Longevity Pay**

The Association seeks an increase of four and one half percent (4.5%) for each year of this Award. The Association argues increases of the size put forth in its proposal are necessary to maintain the competitive position of the Village police and address the fact that its officers are among the lower paid in the region. The Association notes that area settlements in the past few years, excluding the municipality the City of Binghamton which has yet to reach an agreement, have been around 4.0% widening the current disparity between the Village's officers and those in other departments in the area..

The Association also proposes an adjustment to the Detective, Sergeant, Lieutenant and Captain differential from a stated rank differential to a percentage above Step 4 patrol officer pay, 2% for Detective, 9% for Sergeants, 16% for Lieutenants, and 24.5% for Captain. Switching to these percentages which are similar to the current differential will insure there is no need to change the schedule in the future.

The longevity adjustment sought by the Police Benevolent Association consists of two components. The Association seeks to increase the value of each longevity step by \$50.00. The Association also proposes increasing the number of longevity steps to four with a new step at 17 years. The proposed increases in longevity along with the wage increase would bring Johnson City police officers pay to a competitive rate in the County.

The Village has argued it does not have the means or ability to pay the wage and longevity increases sought by the Association without placing an undue burden on its taxpayers. The Village believes it has maintained a competitive salary and longevity schedule with respect to similar departments in the area and comparable municipalities in New York State.

The Village has proposed salary increases of 2% for the first year of the expired agreement and 2.8% for any subsequent years. This increase is competitive with other similar municipalities and would be within the Village's ability to pay given its uncertain fiscal picture.

The Village believes the current longevity payments are reasonable and competitive. The Village does not believe the comparable data for other municipalities justifies an increase in the number of longevity payments. Instead the Village would propose an increase in the existing intervals by 1% or 10 to 15 dollars.

**Determination**

The Panel has carefully reviewed the extensive data submitted on both salary and longevities and believes there is a need to at least maintain the existing salary relationship with comparable municipalities in the region with additional adjustments to the longevity schedule. The Panel also believes Article 7 should now incorporate both the base wage and longevity schedules in the same Article.

Comparable municipalities in the area such as Vestal and Endicott as well as others utilized by the Panel have seen average salary increases in the range of 4%. There have also been adjustments to longevity payments in many of these comparable municipalities. The Panel would therefore award the following wage and longevity increases after considering these comparables:

A. **Wages**

**Article 7 – Longevity**

Change article heading to **“BASE WAGE AND LONGEVITY”**.

A. Amend to read as follows (currently Addendums “A” and “H”).

Delete Addendums “A” and “H” and re-letter accordingly:

The Base Wage shall be paid as follows:

<u>Step</u>	<u>Years of Service</u>	(2.0%) <u>6/1/04</u>	(2.0%) <u>12/1/04</u>	(2.0%) <u>6/1/05</u>	(2.0%) <u>12/1/05</u>
1	Starting	\$28,817	\$29,393	\$29,981	\$30,581
2	Starting 2 <sup>nd</sup> Year	\$35,599	\$36,311	\$37,037	\$37,778

3	Starting 3 <sup>rd</sup> Year	\$38,189	\$38,953	\$39,732	\$40,526
4	Starting 4 <sup>th</sup> Year	\$49,448	\$50,437	\$51,446	\$52,475
	Sergeant(s)*	\$53,850	\$54,927	\$56,026	\$57,147
	Lieutenant(s)*	\$57,379	\$58,527	\$59,698	\$60,892
	Captain(s)*	\$61,491	\$62,721	\$63,975	\$65,255

\*Upon promotion to Sergeant, Lieutenant or Captain, that employee shall be paid the respective Base Wage upon appointment.

- B. Longevity – was (a) re-lettered to B – The existing language, schedule and amounts paid shall remain unchanged for the fiscal year June 1, 2004 through May 31, 2005. Effective June 1, 2005, longevity shall be paid based on the following schedule:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/05</u>
5	Starting 5 <sup>th</sup> through 8 <sup>th</sup>	\$ 300.00/yr
6	Starting 9 <sup>th</sup> through 12 <sup>th</sup>	\$ 700.00/yr
7	Starting 13 <sup>th</sup> through 16 <sup>th</sup>	\$1,100.00/yr
8	Starting 17 <sup>th</sup> and Above	\$1,500.00/yr

Longevity shall commence on the employee’s anniversary date and be in addition to his/her Base Wage.

All employees shall advance through the Base Wage and Longevity Step program above on their anniversary date (date of hire) with the Village.

**Article 10 – Salaries and Addendum “A”:**

Delete in its entirety. .

2. **Health Insurance – Article 13**

The Association has proposed that the Village pay 100% of the premium cost for all employees and dependents in the Empire Plan to replace the self-insured Blue Cross Plan. The Association also has

proposed a health insurance buyout provision for employees covered by another insurance plan. Employees electing the buyout shall receive 50% of the premium cost annually. The Village shall pay 100% of the premium cost for retirees. The Association believes that the Village has complete control over the current self-insured plan and as they control the premium should be responsible for it. The Empire Plan would preclude this type of unilateral setting of rates and benefits.

Enhancing a buyout provision of the health insurance benefit helps both the Association's members and the Village. The Village would save on the premium costs and the individual would have additional monies to purchase other services.

The Village has proposed that there be no increase in premium contribution for employees hired before 12/1/93 but with no cap on the maximum co-payment. The Village seeks continuation of the current 15% contribution to premium costs for employees hired after 12/1/93 with no cap. Retirees should also pay the same as current members.

The Village argues the current caps on payment of premiums places an unfair burden on the Village with the escalating costs of health insurance. The Village cannot afford to continue to bear the large bulk of the costs of health insurance given its fiscal limitations.

**Determination**

The Panel has spent considerable time reviewing the parties' positions and supporting data on health insurance. The issue is complex and of major concern to both parties. The current relationship provides for a sharing in health insurance cost. However, the Village seeks larger contributions. The Association does not believe a larger contribution is warranted. The Panel has tried in its determination to balance these equally valid competing claims. After reviewing the data and looking at comparables and alternative possibilities, the Panel would award the following on health insurance.

**Article 13 - Insurance**

Add the following to the end of the second (2<sup>nd</sup>) paragraph to read as follows:

- (a) Effective May 31, 2006, employees shall contribute to the health insurance premium cost through equal bi-weekly payroll deductions, which shall be in pre-taxed dollars pursuant to the Internal Revenue Service (IRS) Code, as follows:

**INDIVIDUAL CONTRIBUTION  
HIRED ON OR BEFORE 11/30/93**

<u>Step</u>	<u>Years of Service/Title</u>	<u>As of 5/31/06</u>
4	Starting 4 <sup>th</sup> Year	1.00% of Base Wage as set forth in Art.7(a)
	Sergeant(s)	1.00% of Base Wage as set forth in Art.7(a)
	Lieutenant(s)	1.00% of Base Wage as set forth in Art.7(a)
	Captain(s)	1.00% of Base Wage as set forth in Art.7(a)

**FAMILY CONTRIBUTION**  
HIRED ON OR BEFORE 11/30/93

<u>Step</u>	<u>Years of Service</u>	<u>As of 5/31/06</u>
4	Starting 4 <sup>th</sup> Year	2.00% of Base Wage as set forth in Art.7(a)
	Sergeant(s)	1.75% of Base Wage as set forth in Art.7(a)
	Lieutenant(s)	1.75% of Base Wage as set forth in Art.7(a)
	Captain(s)	1.70% of Base Wage as set forth in Art.7(a)

The Village shall be responsible for all other remaining health insurance premium costs.

The enrollment shall be the first (1<sup>st</sup>) day eligible as established by the Plan.

- (b) Add the following at the end of this section to read as follows:

Effective May 31, 2006, employees shall contribute to the health insurance premium cost through equal bi-weekly payroll deductions, which shall be in pre-taxed dollars pursuant to the Internal Revenue Service (IRS) Code, as follows:

**INDIVIDUAL CONTRIBUTION**  
HIRED ON OR AFTER 12/1/93

<u>Step</u>	<u>Years of Service/Title</u>	<u>As of 5/31/06</u>
1	Starting	3.20% of Base Wage as set forth in Art.7(a)
2	Starting 2nd Year	2.625% of Base Wage as set forth in Art.7(a)
3	Starting 3 <sup>rd</sup> Year	2.50% of Base Wage as set forth in Art.7(a)
4	Starting 4 <sup>th</sup> Year	2.00% of Base Wage as set forth in Art.7(a)
	Sergeant(s)	1.85% of Base Wage as set forth in Art.7(a)
	Lieutenant(s)	1.75% of Base Wage as set forth in Art.7(a)
	Captain(s)	1.65% of Base Wage as set forth in Art.7(a)

**FAMILY CONTRIBUTION**  
**HIRED ON OR AFTER 12/1/93**

<u>Step</u>	<u>Years of Service</u>	<u>As of 5/31/06</u>
1	Starting	4.25% of Base Wage as set forth in Art.7(a)
2	Starting 2nd Year	3.50% of Base Wage as set forth in Art.7(a)
3	Starting 3 <sup>rd</sup> Year	3.25% of Base Wage as set forth in Art.7(a)
4	Starting 4 <sup>th</sup> Year	2.50% of Base Wage as set forth in Art.7(a)
	Sergeant(s)	2.375% of Base Wage as set forth in Art.7(a)
	Lieutenant(s)	2.25% of Base Wage as set forth in Art.7(a)
	Captain(s)	2.125% of Base Wage as set forth in Art.7(a)

The Village shall be responsible for all other remaining health insurance premium costs.

The enrollment shall be the first (1<sup>st</sup>) day eligible as established by the Plan.

(e) Add the following provision:

Effective May 31, 2006, the Village shall provide for an optional buy-out of health insurance coverage by an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Village on the Request to Decline And Waive Health Insurance Coverage form, attached hereto and made a part of this Award as Addendum “\_\_\_\_,” that he/she is selecting to decline and waive the health insurance coverage provided by the Village, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated and paid in equal installments in the first (1<sup>st</sup>) payroll period following each calendar quarter (i.e., April, July, October and January) as follows:

<u>Number of Employees Who Participate in Optional Buyout</u>	<u>Amount to be Paid</u>
1 to 3 employees	20% of the premium
4 to 6 employees	35% of the premium
7 or more employees	45% of the premium

An employee who elects to receive the optional buy-out payment, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Village, be required to provide written notice to the Village that he/she is covered by health insurance under a different plan. An employee who has elected to receive the optional buy-out payment is required to provide written notice to the Village on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of this Award as Addendum "\_\_\_\_," that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Village. The effective date of the employee's re-establishment of health insurance coverage by the Village shall be at the earliest possible date as provided by the plan. The Village shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the Village. The optional buy-out payments shall be pro-rated in the event a resumption of health insurance occurs during any quarter.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Village shall provide the forms to the employee that are attached hereto and made a part of this Award as Addendum "\_\_\_\_."

### **3. Uniform Allowance – Article 6**

The Association has proposed an increase in the current uniform allowance as well as a restructuring of the language in the Article to provide for a clearer procedure to secure the allowance. A new employee shall receive an initial \$250 allowance. The Uniform allowance after that shall be \$550 effective 6/1/04 and \$250 effective 12/1/04. The allowances shall be \$562.50 effective 6/1/05 and \$262.50 12/1/05 for the second year. These allowances would be competitive with other municipalities and allow officers to maintain their uniforms.

The Village has proposed increasing the current \$750 allowance to \$775.00. The Village believes its current payment is competitive with comparable departments in similar municipalities. The Village does not believe there is justification for a larger increase as proposed by the Association.

### **Determination**

The panel has studied the arguments and data submitted on the question of the uniform allowance and believes a comparison with comparable municipalities in the region provides a basis for some changes in the existing provisions.

The Panel also is of the opinion a restructuring of the language in the provision would provide for a clearer process. The Panel would therefore make the following Award:

### **Article 6 – Uniform & Equipment Allowance**

Change article heading to “**UNIFORMS AND EQUIPMENT**”.

A. Amend to read as follows:

Effective June 1, 2005, and upon hire, all employees shall receive an initial uniform and equipment allotment as set forth in Addendum “B”, attached hereto and made a part of this Agreement, at no cost to the employee. The Village shall replace department issue body armor (vest) every five (5) years from the date of issue. Each employee with

one (1) year of service shall receive a uniform and/or cleaning allowance, which shall be paid as follows:

(+25.00)		(N/C)	
<u>6/1/04</u>	<u>12/1/04</u>	<u>6/1/05</u>	<u>12/1/05</u>
\$525.00	\$250.00	\$525.00	\$250.00

A new hire shall receive only a cleaning allowance of two hundred and seventy-five dollars (\$275.00) upon his/her one (1) year anniversary of employment. Thereafter, the employee shall receive all scheduled payments above.

4. **Shift Premium – Article 16**

The Association has proposed an increase in the current shift differential from \$.80 per hour for the 3:00 PM to 11:00 PM tour and \$1.00 per hour from the 11:00 PM to 7:00 AM tour to \$1.25 per hour and \$1.50 per hour respectively. The Association contends the increase is necessary to maintain a competitive position for such shift differential in the region. The City of Binghamton and Town of Vestal have higher current shift differentials. An adjustment as proposed is therefore justified and encourages officers to work these shifts.

The Village believes a comparison with other comparable communities of the shift differentials indicates the current payment is competitive. When compared to Cortland, Corning and Hornell among

others, the current shift differentials exceed most of these municipalities. The Village thus argues there should be no change in the current payment.

**Determination**

The Panel has studied the arguments and data submitted by the parties on the issue of the shift differential and believes that, while the current payments are reasonable when compared to other similar municipalities in the area, an increase is warranted to ensure they remain competitive. A single increase effective 6/1/04 of \$.25 cents per hour in both the 3:00 PM to 11:00 PM and 11:00 PM and 7:00 AM shifts differentials would ensure such competitiveness. The Panel would therefore make the following Award:

**Article 16 - Shift Premium**

Change Article heading to **“SHIFT DIFFERENTIAL”**.

Amend to read as follows:

There shall be a shift differential paid per hour for all scheduled hours of employment to any employee for the hours set forth below as follows:

	(+.25/hr)	(N/C)
	<u>6/1/04</u>	<u>6/1/05</u>
11:00 p.m. to 7:00 a.m.	\$1.25/hr	\$1.25/hr
3:00 p.m. to 11:00 p.m.	\$1.05/hr	\$1.05/hr

Partial payment shall be paid to an employee who actually works during any of the hours set forth above.

5. **On-Call Pay – Article 17**

The Association has proposed an increase in Section A for on-call Detective pay of \$20.00 without any distinction from Monday through Friday and Sundays and Holidays, to \$40.00 and \$50.00 each day during the two (2) year Award. The Association also seeks an increase in Section B – Breathalyzer Operators on-call pay of \$5.00 per day. The Association argues these increases again are needed to maintain the competitive position of the Association with other departments in the area.

The Village believes the Association's request is excessive. The Village has proposed an increase of \$5.00 per day for each on-call category which it contends is sufficient given comparable departments to ensure this pay is competitive and properly compensates the officers for these duties.

**Determination**

The Panel has examined the arguments and comparable data submitted by the parties on the issue of on-call pay. While the Panel has concluded there is a need to increase this pay to maintain the competitive position of the Department with those in the region that increase need not be as large as proposed by the Association. The Village's proposal of a \$5.00 increase would maintain the current competitive position. The Panel would therefore make the following Award:

**On-Call Pay – Article 17**

A. Amend to read as follows:

Detectives designated as being “on call” status by the Chief of Police or designee shall be paid for each day as follows:

	(+5.00/day)	(N/C)
	<u>6/1/04</u>	<u>6/1/05</u>
Monday through Saturday	+\$25.00/day	+\$25.00/day
Sundays and Holidays as set forth in Article 9(f)	+\$35.00/day	+\$35.00/day
Vacation and Holiday Pay		

On each occasion when a Detective is called in, he/she shall be paid a minimum of three (3) hours of overtime pay. Any employee not part of the “on call” rotation shall be paid a minimum of three (3) hours of overtime pay if called in for an emergency.

- B. Breathalyzer Operators designated as being “on call” status by the Chief of Police or designee, shall be paid for each day as follows:

	(+\$5.00/day)	(N/C)
	<u>6/1/04</u>	<u>6/1/05</u>
Monday through Friday	+\$25.00/day	+\$25.00/day
Saturday, Sundays (weekends), and Holidays as set forth in Article 9(f)	+\$35.00/day	+\$35.00/day
Vacation and Holiday Pay		

6. **Physical Fitness Incentive – Article 23**

The Association has proposed an increase in the current physical fitness incentive from \$300.00 to \$425.00 over the two years of the Award. The Association believes the Award has promoted physical fitness among the department members which benefits both the officers and the Village by improving health and diminishing health care costs.

The Village argues the current physical fitness incentive is sufficient.

The Village believes that police officers should be physically fit but that it is

a job requirement which they recognize. As such it does not require a greater incentive than that which currently exists in the Collective Bargaining Agreement.

**Determination**

The Panel has studied the arguments on the question of the physical fitness incentives and believes it is in the interests of both Village and the Association that officers be encouraged to stay physically fit. An increase is warranted in the current payment to promote this goal. The Panel would make the following Award to achieve that end based on the data submitted to it.

**Physical Fitness Incentive – Article 23**

Amend to read as follows:

The Village shall conduct and administer an annual physical fitness test to each employee who elects to participate. Participation in testing is at the employee’s option. However, in the event an employee fails the test, he/she shall not be required to submit to a medical examination/physical. An employee who successfully meets the minimum standards set forth in Addendum “\_\_\_\_,” attached hereto and made a part of this Agreement, shall be paid the following amount each year upon completion of the test:

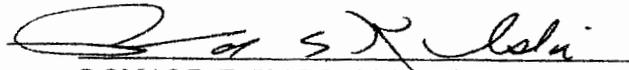
(N/C)	(+50.00)
<u>6/1/04</u>	<u>6/1/05</u>
\$300.00	\$350.00

7. **Other Issues**

The Association and the Village have also proposed changes or additions to the existing provisions of the Collective Bargaining Agreement in the areas of grievance procedure and discipline, Substance Abuse and Alcohol testing, holidays and bidding on shifts. Given the protracted nature of the negotiations and the length of these proceedings lasting as they have well beyond the two-year period of this Award, the Panel believes these issues should be addressed in subsequent negotiations. The Panel believes the two (2) existing grievance procedures should be consolidated into one procedure and the disciplinary procedure cleaned up. The parties should also address a substance abuse and alcohol testing procedure in the next round of bargaining. These changes require extensive discussions to provide a balance in restructuring the existing grievance and disciplinary procedures while addressing the need for a substance abuse and alcohol procedure. Hence, while the Panel denies all these other demands submitted it strongly encourages the parties to address these issues during the next round of negotiations especially the grievance and disciplinary and Substance Abuse and Alcohol Testing procedures.

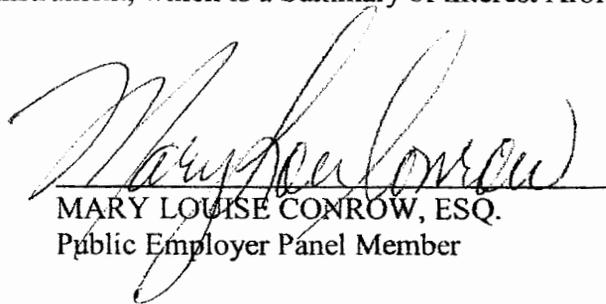
STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss:

I, Ronald E. Kowalski, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is a Summary of Interest Arbitration Award.

  
RONALD E. KOWALSKI, Ph.D. 9/21/07  
Public Panel Member and Chairman Date

STATE OF NEW YORK )  
COUNTY OF BROOME ) ss:

I, Mary Louise Conrow, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is a Summary of Interest Arbitration Award.

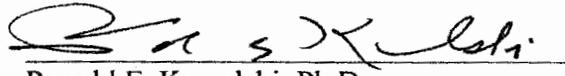
  
MARY LOUISE CONROW, ESQ. 9/20/07  
Public Employer Panel Member Date

STATE OF NEW YORK )  
COUNTY OF ORANGE ) ss:

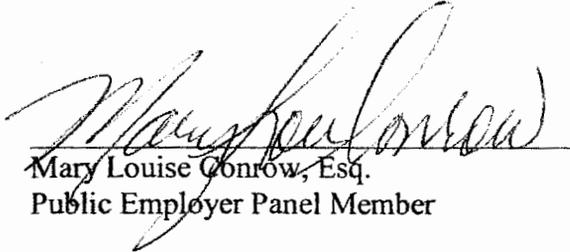
I, Anthony V. Solfaro, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is a Summary of Interest Arbitration Award.

  
ANTHONY V. SOLFARO 9/19/07  
Employee Organization Panel Member Date

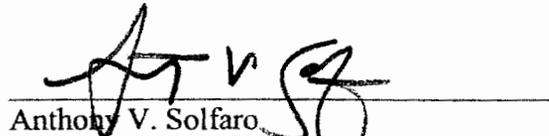
THIS SUMMARY OF AWARD SHALL BE FOLLOWED BY THE FULL TEXT OPINION AND AWARD TO FOLLOW IN APPROXIMATELY FORTY-FIVE (45) CALENDAR DAYS FOLLOWING THE DATE THIS SUMMARY OF AWARD IS EXECUTED BY THE PANEL CHAIRMAN.

  
\_\_\_\_\_  
Ronald E. Kowalski, Ph.D.      9/21/07  
Public Panel Member and Chairman      Date

(CONCUR)

  
\_\_\_\_\_  
Mary Louise Conrow, Esq.      9/20/07  
Public Employer Panel Member      Date

(CONCUR)

  
\_\_\_\_\_  
Anthony V. Solfaro      9/19/07  
Employee Organization Panel Member      Date