

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
Case No. IA2010-030; M2009-276

In the Matter of the Arbitration

- between -

RYE POLICE ASSOCIATION

- and -

CITY OF RYE

PUBLIC

ARBITRATION

PANEL

AWARD

Pursuant to Section 209.4 of the New York Civil Service Law, and by a "Petition for Compulsory Interest Arbitration" ("Petition") filed by the Rye Police Association ("PBA" or "Association") on November 18, 2010 and a "Response to Petition for Compulsory Interest Arbitration" ("Response") filed by the City of Rye ("City" or "Rye") on December 7, 2010. On January 19, 2011 the New York State Public Employment Relations Board ("PERB") designated the undersigned Public Arbitration Panel ("Panel") in the above matter to resolve the dispute over the terms of the collective bargaining agreement to be effective January 1, 2009-December 31, 2010 between the Association and the City:

Public Panel Member and Chair:	Susan T. Mackenzie, Esq.
Employee Organization Panel Member:	Edward P. Hayes, Esq.
Public Employer Panel Member:	Vincent Toomey, Esq.

At all times the PBA was represented by Thomas J. Troetti, Esq., and the City was represented by Thomas J. Marcoline, Esq., Law Office of Vincent Toomey.

The parties' prior collective bargaining agreement covered the term, January 1, 2004 – December 31, 2008. The parties engaged in negotiations over a successor agreement on November 6, 2008, November 20, 2008, December 11, 2008, December 18, 2009, February 25, 2009, April 16, 2009, August 20, 2009, September 30, 2009, December 2, 2009, May 21, 2010,

April 14, 2010 and September 16, 2010. Thereafter, both parties filed improper practice charges with NYS PERB.

Hearings on the matter were held on September 8, 2011, May 17, 2012, September 12, 2012 and December 13, 2012. The parties were accorded full opportunity to present witnesses, documents and other evidence in support of their respective positions. All witnesses gave sworn testimony. In addition to approximately 200 exhibits placed in evidence by the parties, the Association presented the testimony of financial expert Kevin R. Decker, Police Sgt. Louis Olivier and Association President and Police Officer Franco Compagnone. The City presented the testimony of former City Comptroller Jean Gribbons, Acting Comptroller Joseph Fazzino and City Manager Scott Pickup. In a March 11, 2013 decision, Administrative Law Judge Angela M. Blassman dismissed PBA Proposal #1 and PBA Proposal #17.ii (a).

The parties filed post-hearing briefs on March 25, 2013. Thereafter the Panel conferred by phone and met in executive session on June 17, 2013 and October 8, 2013.

PANEL OVERVIEW AND APPLICABLE STANDARDS

The City of Rye is a residential community located on the Long Island Sound Shore in Westchester County. In 2009 and 2010, the Rye police force bargaining unit included 24 Police Officers, six Sergeants, three Lieutenants and two Detectives.¹ The parties have a long-standing collective bargaining relationship, and over the past 25 years they have resorted to resolution through interest arbitration on six separate occasions. The parties negotiated their most recent collective bargaining agreement covering the term, January 1, 2004-December 31, 2008.

¹ At present there are five Sergeants and as of August 2013, 25 Police Officers, including one new recruit in the Police Academy.

By statute the Panel is charged with reaching a "just and reasonable determination" on the matters in dispute between the PBA and the City, guided by specific criteria set forth in the statute. The protracted statutory process, perhaps outdated, has not been legislatively changed, and absent agreement of the parties, any award is limited to a two-year term.² Here, the two-year term at issue is long since passed, but the parties declined to have the Panel consider a longer-term contract.

The Panel reviewed the parties' proposals and evidence in light of the statutory criteria, including: comparison of wages and working conditions with other employees performing similar services or requiring similar skills under similar working conditions, as well as with other employees generally in public and private employment in comparable communities; the interests and welfare of the public and ability to pay; peculiarities of police work, including hazards, physical qualifications, educational qualifications, mental qualifications, job training and skills; the terms of the parties' prior collective bargaining agreements; and, other relevant factors.³ At

² Recently enacted legislation regarding interest arbitration is not applicable to this matter.

³ New York State Civil Service Law Section 209.4.c, applicable to compulsory interest arbitration provides in relevant part:

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

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

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel...[and] not be subject to the approval of any local legislative body or other municipal authority.

times in applying the statutory criteria to the facts and in setting forth its findings and conclusions, the Panel discussed certain criteria at the same time.

The parties withdrew or amended certain proposals originally filed, and in their presentations throughout the proceeding, they focused on two issues, compensation, including salary increases, step schedule and longevity, and health insurance. The Panel deems these issues to be most significant for reasons set forth below, and accordingly also focuses on the parties' proposals and presentations on the three compensation issues as well as health insurance in reaching a just and reasonable determination. The Panel also addresses each of the remaining proposals.

Factors also relevant include that the statutory process for resolving police contract disputes by interest arbitration is a lengthy (and protracted) process, and by statute the Panel must restrict its award to a two-year agreement absent the consent of the parties. There is no evidence or indication on the record that either party unduly delayed the process or otherwise acted in bad faith, but they did not consent to an extended agreement. The Panel must take into account the timing of this Award and seek to ensure that any award not encourage either party to delay collective negotiations in the future. The parties' long-standing collective bargaining relationship, dating back to 1967 and the terms and conditions previously negotiated by the parties are addressed more specifically herein.

All current Agreement provisions are set forth in Appendix A, starting on page 28 of this Award.

PBA PROPOSALS ON SALARIES AND WAGES (ARTICLE 5)⁴

The PBA proposes changes to Article 5, to provide:

Section 1. Pay Plan

(amendment):

A. Pay Plan for lieutenants, sergeants and patrol officers:

- Effective January 1, 2009, all salary schedule steps will increase by 3.0%.
- Effective July 1, 2009, all salary schedule steps will increase by 3.0%.
- Effective January 1, 2010, all salary schedule steps will increase 3.0%.
- Effective July 1, 2010, all salary schedule steps will increase to 3.0%.

B. Increase the amount of additional compensation to the rate of \$1,000, pro-rated bi-weekly for any employee, whose rank is sergeant or below, designated as commander of the detective unit, for 30 days or more, by the Commissioner of Police.

(addition): C. In addition, each employee, whose rank is Sergeant or below, assigned to the Marine Police Unit and Village Officer shall receive additional compensation of seven (7) percent of base pay, pro-rated bi-weekly.

(addition): D. Any employee, whose rank is Sergeant or below, assigned as a Certified FTO (Field Training Officer) shall receive additional compensation of one and a half (1½) percent of their Base Pay, pro-rated bi-weekly. Compensation criteria shall include but not limited to; rectification as FTO, Training at the Police Academy and All training involved with the FTO program.

Section 2. Longevity

(replacement of entire provision with):

Unified Longevity Schedule:

After 7 years of service:	\$1,000
After 12 years of service:	\$2,100
After 17 years of service:	\$2,600

Although the City of Rye is one of the wealthiest communities in Westchester County, with the medium household income of \$145,990 and a Taxable Real Property Wealth per Resident of \$408,405, the City "employs one of the most poorly paid police departments in

⁴ As previously indicated, all current Agreement provisions are set forth in Appendix A, starting on page 28 of this Award.

Westchester County." C-34, C-47.⁵ Rye police officer standing in base pay among the eight South Shore municipalities in 2008 was "dead last." Just to remain in the same relative standing as against the second lowest paid municipality, the Village of Rye Brook, the increase for a top grade police officer in the City of Rye would have to be at least 4.0% in both 2009 and 2010.

In addition, Rye police officers already contribute more to health insurance than comparable South Shore communities, and for police officers employed after January 1, 1990 the contribution level is 25%, with a cap of up to 4.0% of salary. Because of use of a percentage of salary as opposed to a flat dollar amount, the effect is to decrease effectively an 8.0% salary increase to a 7.68% salary increase.

The uniqueness of police work, including the hazardous nature of the work and the special qualifications, and training and skills needed to engage in law enforcement, has long been recognized. Nonetheless, salary increases for other non-uniform and uniformed services bargaining units in the City in 2009 and 2010, which establishes a "basement floor" for police increases, ranged from 4.0% to 2.0% in 2009 and 2010 settlements. The interest arbitration process should not be used to suppress salaries even further as the City attempts to do by ignoring all of the relevant statutory data and focusing only on agreements negotiated after the "once-in-a-lifetime" 2008 economic crisis. Ignoring or discounting increases resulting from earlier settlements, as suggested by the City, is not only improper because all settlements are already factored into average increases among comparable communities as presented by the PBA, but also such an approach could result in a "double hit" to Rye police officers in subsequent years. Salary increases based on the timing of negotiations could also encourage public employers to delay collective negotiations to "cherry pick" shifting economic conditions

⁵ References to City exhibits are denoted by "C-" and to PBA exhibits by "A-". References to the City brief are denoted by "CB" and to the PBA brief by "AB."

and cause a level of frustration among bargaining unit members in the bargaining process, which here has failed to produce a salary increase in almost five years.

The City is also in a "strong fiscal" position as demonstrated by the maintenance of its Aaa bond rating and low increase in tax levies, on average from 2006-2011 less than any of the other Westchester County municipalities. A-E, A-R. It has the financial ability to pay the cost of all the PBA proposals, which will not interfere with the continued fiscal operations of the City. No witness for the City testified that the City "was without the ability to pay the extremely modest arbitration award sought by the PBA."

The City's 2013 budget, although it does not contain any explicit salary appropriation for police officers, includes several places to fund PBA proposals. UB 26. The undesignated fund balance (or "unreserved and undesignated" portion of the fund balance as noted in the Comprehensive Annual Financial Report can be used to fund PBA salary increases. A-AAD at 3-3; UB at 29, FN 14. The projected year-end balances of "unrestricted" funds have "far exceeded the 5.0% policy requirement." In addition, the City included in its 2011, 2012 and 2013 budget contingency account an amount of \$300,000 for "contractual costs." Conditions in the overall economy are also improving.

The "gross inadequacy" of the City of Rye longevity payments is demonstrated by the fact that during the course of a 20-year career, a Rye police officer would receive \$13,750 in longevity payments as opposed to \$58,190 in the Town of Harrison, \$28,710 in the Town of Mamaroneck and \$20,325 in the Village of Larchmont. The PBA revised proposal on longevity would not only simplify the current system but the total cost, retroactive to January 2009, would be only \$15,550 and at the same time still leaving Rye's ranking in the bottom half of comparable police forces with a 20-year cumulative payment of \$23,300.

Additional compensation for bargaining unit members assigned as a Certified Field Training Officer is appropriate given that the position responsibilities are in addition to all regular duties, and there is no compensation for those additional duties and responsibilities.

The salary proposal of no less than 4.0% increase in year one and a 4.0% increase in year two is appropriate and would do little more than maintain Rye's ranking as the lowest paid Police Department among Sound Shore community counterparts. The PBA proposals seek merely to hold the line and not extend the already present "gross disparity" between Rye PBA member overall compensation including base salary and longevity as against compensation of police officers in the comparable eight South Shore municipalities.

CITY PROPOSALS ON SALARIES AND WAGES (ARTICLE 5):

Amend: Section 1. Pay Plan

- Year I: wage freeze.
- Year II: wage freeze or 2.0%.
- Increase current 5-Step Salary Schedule to a 7-Step Salary Schedule

Since 2008, the City has experienced serious declines in revenues, including mortgage and sales tax receipts, and due to ongoing economic difficulties, the City has been forced to take "drastic" measures, including postponing capital improvements, reducing staffing to layoff and attrition and curtailing municipal services. In addition, the City has experienced a "storm of the century" on an annual, if not more frequent basis.

At the same time, employee benefits, including health insurance and pension costs, have "skyrocketed," and the cost of providing these benefits as increased significantly every year, at a rate far exceeding the State imposed 2.0% tax levy cap. More recently negotiated agreements

between the City and its other unions as well as recent police agreements in comparable communities reflect these economic realities and the fact that since 2008 the City has operated under an "austerity budget," including the elimination of 20 positions, some by layoff, reduced or discontinued services and programs and delay of capital projects, and full or partial year wage freezes and increases in employee contributions toward health insurance costs in other bargaining units. The PBA demands for annual increases in addition to other costly proposals reflect pre-recession and pre-tax cap thinking and ignore economic realities. Based on the statutory criteria, City proposals on compensation should be granted, and the PBA proposals denied.

Rye police officers are "extremely well compensated" and are among the highest paid police officers over a career, having benefited from the compounding effect of past annual increases in salary and benefits exceeding the rate of inflation as well as from the Rye salary schedule that accelerates pay rates at early stages of police officer careers. The traditional city comparators have similar governmental and tax structures and obligations and should not be excluded as comparators as urged by the PBA. Even among the traditional 12-community comparators, Rye police officer pay ranks near the middle of the salary range. C-34 at 3, C-35; UB at 5. With a wage freeze for 2009 and 2010, Rye police officers' pay and benefits have outpaced inflation.

The most relevant comparators are the agreements negotiated under the present economic conditions, not those negotiated or awarded before 2008 or around 2009 and 2010, where the severity and extent of the recession was not yet apparent. For example, in 2010 the Town of Harrison and its PBA negotiated an agreement with a wage freeze in 2010, a 1.0% increase in 2011 and a 3.0% increase in 2012 that is, an average increase over 3 years of 1.3% with no retroactive pay. The Village of Larchmont and its PBA agreed to a 1.5% general wage increase

in each of the 3-year agreements covering June 2011-May 2014, in addition to the inclusion of a 25% contribution toward health insurance costs, for new employees upon reaching top grade, and a 50% contribution of the cost of retiree health insurance.

The Panel must also take into account terms and conditions of employment of other employees in Rye, who are subject to the same fiscal restraints, and the interests and welfare of the public and financial ability to pay, measured by what municipalities can reasonably afford given its current and future economic status and other obligations. Rye must rely on real property taxes for a substantial proportion of its revenues, 65% of the General Fund revenues in 2010, but over the last several years mortgage tax revenue and revenue sharing has significantly decreased. In addition, taxable assessed value of real property declined from 2009 to 2011 while tax rates and tax levies have increased consistently since 2006.

There is no room for expansion of either the residential or commercial tax base because Rye is fully developed, and existing residents have experienced an average 3.11% increase in taxes for each year from 2006 to 2011. A-B, A-K. Taxable assessed value of real property in Rye also fell steadily since 2009, although as a result of tax certiorari proceedings and payment of interest and penalties on overdue real property taxes, annual tax certiorari and real property tax payments have remained "well above 2008 levels." C-8 at 2-4; CB at 9. In addition, Rye is experiencing large decreases in sales and use tax revenue, interest income, income from licenses and permits. C-8, C-66 at 3-86. Interest income also fell "dramatically," and a "brief increase in rental income from 2010-2013" will cease in 2013 when the lease on the City Hall Annex building expires.

Because a significant portion of the unreserved fund balance is designated or assigned for specific purposes, the PBA expert, "grossly overstated" the City's available fund balance, and in any event even a fund balance of 9.7% of expenditures exceed Moody's recommended minimum

of 5.0%. As the PBA expert acknowledged, municipalities should not use fund balances to pay recurring expenses, and any pay increase is a reoccurring expense.

As the PBA expert analysis also indicated a 3.5% increase in salary with no concessions and without consideration of compounding effects would require a tax levy increase of more than 3.12%, well above the statutory 2.0% tax levy. An audit by the State Controller's office indicated that over 70% of New York State municipalities passed a budget within the 2.0% tax levy, and only 22% passed a resolution overriding the 2.0% tax. C-26. Standards recommended in 2011 by the Government Accounting Standards Board ("GSAB Statement No. 54") a minimum and assigned (unreserved, undesignated) fund balance of at least 16%-17%. C-53. The City has been unable to achieve recommended standards in fund balances despite its cost-savings efforts, even as it eliminates personnel and services.

Pension contributions formally represented 4.0% of the budget, but now represent 8.5% of the budget. The City's pension contributions in the General Fund increased by over 107% from 2007, notwithstanding a decrease in the number of employees from 167 to 144. The State's measures to address pension system problems by requiring small contributions from new members will not affect the City for many years.

Increasingly frequent and devastating storm activity requiring unanticipated expenses for repairs and clean up measures, such as Hurricane Irene in 2011 and Hurricane Sandy in 2012, confirm the need for maintaining more than minimum reserves. The City had to pay \$50,000 in non-reimbursable overtime costs after Irene, and there is no expectation of any reimbursement, and the City has not yet seen any FEMA funds that were supposed to cover 75% of the \$705,525 cost of Hurricane Sandy repairs. Nor has New York State advanced its 12.5% share. There was no entitlement to any federal or state disaster relief for the snowstorm one week after Hurricane Sandy.

The City should not be forced to jeopardize its financial future or engage in fiscal irresponsibility to meet PBA demands. The PBA proposals "ignore reality and the sacrifices that the City, its other employees, and its taxpayers have made." CB at 19. The public interest warrants granting the City's proposals to contain salary and health insurance costs. Additional steps on the salary schedule are appropriate, and to the extent any salary increases are granted, they should be offset by granting the City proposals. Any pay increase should also be structured in a manner that reduces liability for retroactive pay, or if retroactive pay, only to individuals who are currently employed.

PANEL FINDINGS AND CONCLUSIONS ON ARTICLE 5 SALARIES AND WAGES

This Panel concurs with prior interest arbitration panels, at least dating back to 1998, in generally citing as the most comparable communities to the City of Rye certain other Sound Shore communities, including the Towns of Harrison and Mamaroneck, and the Villages of Larchmont, Mamaroneck, Pelham Manor and Port Chester as well as the Cities of Mount Vernon, New Rochelle, Peekskill, White Plains and Yonkers ("comparable communities"). C-4 at 6. These Westchester County communities are also appropriate comparators because they represent a range of factors, including geographic location, composition of population, tax base and/or political entity, on which comparability can be appropriately assessed. All the comparable communities have experienced the ongoing impact of the 2008 economic recession. In this particular proceeding, they also include a range of the years in which contract terms were settled or awarded as well as variations in the length of the contract terms. The comparable communities further reflect trends in communities throughout New York State, including substantial and at times unanticipated increases in the cost of employee and family health insurance coverage.

Wage Increase

Both parties recognize that Rye salaries have generally been in the mid-low range among the comparable communities, and that since 2008 the trend in increases in public sector salaries is a decline in percentage increases negotiated or awarded. Among comparable communities where contracts for 2009 and 2010 were awarded prior to 2009, the average increase was 3.06% in 2009 and 2.87% in 2010 as opposed to averages of 2.13% in 2009 and 2.53% in 2010 for post-2010 contracts negotiated or awarded in comparable communities. C-36, C-37.

What those generalized numbers do not reflect, however, are other benefits awarded or foregone, and, for example, whether parties to an extended contract back-loaded or front-loaded salary increases during the entire contract term, or whether there were changes in starting salaries, the number of steps in the salary schedule, or longevity payments. For example, in Larchmont, an agreement reached in May 2008 provided for 4.0% increases in 2008, 2009 and 2010, but those increases were followed by a 1.0% increase in 2011 and a 3.0% increase in 2012. The Town of Harrison negotiated a five-year contract with a 4.0% salary increase in 2008, a 4.25% in 2009, but a 0% increase in 2010, 0.5% in 2011 and 1.5% in 2012. By contrast, in the City of New Rochelle, in June 2013 the parties entered into a 10-year contract covering the term, January 2010-December 2019, with salary increases of 1.5% in January 2010 and January 2011, 2.0% in January 2012, 2013 and 2014, and 3.0% increases in January 2015, January 2016, January 2017, January 2018 and January 2019. C-35, C-56, C-57.

Looking solely at annual or biannual salary increases does not take into account the multiplier effect of increasing base salaries over time, but that effect occurs in virtually all of the comparator municipalities. Similarly, CPI increases of 3.9% in 2008, 0.40% in 2009 and 1.70% in 2010 were consistent throughout Westchester County. C-33. Like all other New York communities, Rye finances were and continue to be adversely impacted by the 2008 recession,

including a decline in federal and state funding as well as declining local real property taxes. In addition, like other neighboring communities, more recently Rye has experienced significant damage and related costs for weather-related disasters such as Irene and Sandy. C-61.

With regard to a consideration of terms and conditions of employment with other employees generally in public and private employment, it is noted that between 2008 and 2012, City General Fund expenditures decreased from \$31 million to \$29.8 million, in part as a result of a nearly 14% reduction in force from 174 to 150 funded positions (167 to 144 filled positions). Other bargaining units in Rye where agreements were negotiated prior to 2008, for example, the CSEA Local 1000/Rye agreement covering the period, January, 2007-December 31, 2010, provided for a 3.0% increase in January 2009 and a 4.0% increase in January 2010. The Professional Fire Fighters Association/Rye contract covering the time period, January 2005-December 31, 2009 provided for a 1.75% increase on January 1, 2009 and an additional 1.75% increase on July 1, 2009. A-PP.

In considering the interests and welfare of the public and the financial ability of the public employer to pay, another consideration is the fact that although Rye is a small community in terms of total number of households, it ranked among the highest in median household income in Westchester County from 2005-2009. A-SS. It also has continued to enjoy a high, Aaa bond rating because of its ongoing financial well-being. Rye's tax levy increases, on average, have been less than other Westchester County municipalities. A-E, A-R, C-59. The City should not be penalized for its fiscal responsibility.

At the same time, Rye and its citizens have also been adversely impacted by the post-2008 economic crisis as well as by more local adverse and unanticipated weather-related conditions. The City has lost over \$12.6 million in revenue since 2007 from sales tax, interest income and state and federal aid. CB 10. Sales tax revenues in 2009, 2010 and 2011 were below

2008 levels. A-I , A-J. Mortgage tax revenues are off substantially from 2007 levels. A-Y at 3-97; C-8 at 8. The City also lost \$900,000 in state and federal aid in 2008, and between \$1.1 million and \$1.5 million per year for each of the years since 2009. C-8, C-66. As detailed by the City in its presentation, health and pension costs are consuming an increasing share of overall City expenditures. The City experienced an operating deficit of \$2.3 million in 2008 and \$1.2 million in 2009, resulting in a fund balance that fell from 17.77% in 2007 to approximately 9.0% in 2008, where it remained for 2010. C-8. In addition, the New York State imposed tax-cap has imposed a substantial limitation on the ability of any municipality, including Rye, to increase real estate taxes as a means to fund expenses.

However, there are other potential sources of income for the municipality. For example, the City doubled its parking penalties in 2011 to raise revenues. The Westchester County sales tax revenue that declined in 2009 from 2008 began to improve in 2010 and 2011. The City has underestimated its revenues in each of the five years between 2006 and 2010, other than 2009 when actual revenues were \$405,882 more than the amount budgeted. A-Y, C-8 at 8. Real estate values have been rising, and the City has experienced some improvement in mortgage tax revenues in the recent past. A-R, A-N. New York State has also begun to address unanticipated pension system costs.

The Panel concludes that the City can reasonably afford a wage increase for the current members of this relatively small bargaining unit that does not substantially diminish the relative standing of Rye in relation to its comparator communities, all of which have awarded salary increases whether negotiated or awarded after 2008, particularly when those increases, which are limited to current bargaining unit members, and are coupled with the other long-term cost-savings measures also awarded.

Accordingly, the Panel awards for all current employees a 3.0% increase to be effective July 1, 2009 and a 3.0% increase to be effective July 1, 2010. No increases shall be provided to any individuals who are not bargaining unit members on the effective date of this Award.

Salary Schedule

At present the Rye police salary schedule has five steps (and additional differentials for Detective, Sergeants and Lieutenants (see "Appendix A" at page 28), with an approximate \$17,000 increase between Step 1 and Step 2. That differential amount is significantly higher than other step intervals in the current Rye schedule, as well as in salary step intervals of most if not all comparator schedules. A-MM. That differential also means that relatively new police officers (in the unit the median length of service is 13 years) begin receiving a disproportionately higher salary increase in the second year of employment. While the number of steps and step differentials amounts in other comparable communities vary, the growing trend is to include additional steps where the number of steps is limited, and to make step amounts in more proportional intervals. C-59. Increasing the number of steps also results in a significant cost savings to the City over time.

Accordingly, the Panel awards for police officers hired after October 23, 2013, an increase from the current 5-Step Salary Schedule to a 7-Step Salary Schedule, with the addition of two steps between Step 1 and Step 2 of the current schedule, with equivalent intervals:

Pay plan effective December 31, 2010, Pay plan effective December 31, 2010
for new members hired after October 23, 2013
(all Steps to be increased by awarded salary percentages):

Step	Police Officer	Sergeant	Lieutenant
1	\$57,202		
2	\$63,088		
3	\$68,974		
4	\$74,861		
5	\$77,973	\$99,390	\$106,823
6	\$81,264		
7	\$84,712		

Longevity

Even though in their prior negotiations the parties increased the amounts of the longevity steps and lowered the number of years in which an Officer would qualify for longevity payments in their current contract, Rye continues to rank last or equal to the last among the comparable communities both in terms of the timing of longevity payments as well as the amounts of longevity payments. For example, in 2008, the Town of Mamaroneck, which also had three steps, has step amounts twice that of Rye at the first step, an amount almost four times greater than that of Rye at the second step and five times greater at the third step. A-JJ(1) at 2; A-OO. In the context of the overall award, a small increase in longevity payments does not represent a substantial cost to the City but at the same time helps longer-term employees offset other cost savings measures awarded.

Accordingly, the Panel increases longevity payments by \$50 at each step of the longevity schedule for current employees, as follows:

Effective January 1, 2009, for current bargaining unit members on the payroll as of the date of this Award and hired on or after January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- | | |
|--|-------|
| 1. At the completion of 7 years service an additional | \$550 |
| 2. At the completion of 12 years service an additional | \$600 |
| 3. At the completion of 17 years service an additional | \$650 |

CITY PROPOSAL ON HEALTH INSURANCE (Article 13):

-Section I. Change coverage from MEBCO Plan to Aetna OA Point of Service Plan, as follows:

Effective June 1, 2009, the City shall have the right, with ninety days (90) notice to the PBA, to provide health insurance coverage under the Aetna OA Point of Service Plan or plan providing comparable benefits. The City shall have the right to modify co-pays and deductibles under the Aetna Plan or its successor plans provided that co-pays and deductibles are not higher than the average co-pays and deductibles under the New York State

Health Insurance Plan (NYSHIP) and the MEBCO plan. In addition to those rights to change health insurance carriers under Article 13 Sections A and B, the City shall have the right to resume coverage under the MEBCO plan or its successor plan on 90 day's notice to the PBA.

II. Increase Employee Contributions toward Health Insurance Premiums

- Change to include that for all employees, the City will contribute 75% of the premium for individual or family coverage.
- Increase Employee Contribution from 4.0% to 5.0% of Base Pay (Employee contribution will not exceed 5.0% of the employee's base annual salary).

The City now provides health insurance under a self-insured MEBCO plan, and under the current provisions of Article 13 the City has the right to change to only one other plan, the Empire/State NYSHIP plan, but that restriction does not reflect current realities and availability of more cost-effective plans that would not adversely affect employees.

"Skyrocketing" health and pension costs are consuming an increasing share of overall city expenditures, and at present over 20% of taxpayer dollars go directly to employee health and pension costs. Even with significant reductions in force, health insurance costs grew from 11.5% of the General Fund expenditures in 2007 to approximately 12.5% in 2012 and 2013. CB at 12.

Annual premiums for health insurance under the current MEBCO health plan for police officers is self-insured, and premiums have increased by 7.19% per year from 2008-2013. C-57, C-27, C-58. Because the current health plan is self-insured, the City is also responsible for costs that exceed premium costs, currently more than \$627,000. C-27, C-58. Only two other comparable communities, Pelham Manor and Port Chester, are also self-insured. C-44.

PBA PROPOSAL ON HEALTH-RELATED COVERAGE (Article 13):

Amend Section E. to provide: The City will reimburse 100% of the City's net savings to the employee, pro-rated on a bi-weekly basis.

Add Section F. In addition, the Employer shall pay each employee \$600, for membership in a Health & Fitness facility of his/her choice, in a lump sum, due

on December 1st. The employee will produce documentation (i.e. receipt of membership) to the Employer within 60 days or he/she shall return such funds to the City.

All New York State municipalities have been subject to similar increases in pension and health insurance costs. Furthermore, in none of the comparable communities do police officers pay as much as 25% of the cost of health insurance for the duration of service, except in the Village of Larchmont, where the obligation only applies to those hired after October 25, 2011. This makes the City proposal to increase the cap from 4.0% to 5.0% inappropriate.

In addition, in no other comparable municipality is a hire date as early as "January 1, 1990" the trigger for an obligation by police officers to contribute toward the cost of health insurance. C-44, C-47. For example in the Town of Harrison, only police officers hired after January 1, 2008 are required to contribute, and that requirement is eliminated after five years of service. In the Village of Mamaroneck and the Town of Mamaroneck, contribution is required only after 10 years of service.

Were the Panel to impose a contribution upon pre-1990 members just on the last day of the contract term, December 31, 2010, the total amount of employee contribution would place an "enormous financial burden on those members."

PANEL FINDINGS AND CONCLUSIONS ON HEALTH INSURANCE COVERAGE

Although the City's interest in changing its insurance carrier to one other than the only other named carrier in the parties' current contract may be in the interests of both parties, there is an insufficient demonstration on the record of the various provisions in the proposed plan to assess its potential impact on the bargaining unit. The parties are in the best position to assess potential changes in insurance carriers under Article 13.

Rye police officers hired after January 1, 1990 have made a substantial contribution, 25% but not to exceed 4.0% of base salary, over several contract terms, and longer than any other police force in the comparable communities. However, that pattern has changed dramatically, and at present 10 of the 11 comparable communities now have some provision for employee contribution, and some for retiree contribution as well. For example, in Larchmont, effective January 1, 2009, police officers 1st or above contribute 25% to a flat dollar cap of \$3500 per annum, and after October 25, 2011 newly hired police officers pay 25% not subject to any cap. Retirees after June 1, 2008 are also required to contribute amounts between 25%-50% depending on years of service. Other communities, such as the Village of Mamaroneck, require contributions based on years of service ranging between 0% and 25% for police officers hired after June 1, 2008. New Rochelle requires an 18% contribution and Peekskill a 10% contribution.

The trend to increase police officer and retiree contribution levels is clear. Given the salary increases awarded to longer-term employees who will not be impacted by the Salary Step adjustments, it is appropriate for all current employees to participate in offsetting substantial cost increases. While the 4.0% cap remains in effect, the City's proposal to extend the provisions under which the City pays 75% of health insurance premiums to all current bargaining unit members is awarded, effective December 31, 2010 but to be implemented prospectively at the same time awarded salary increases are paid.

In the current economic environment and in the absence of any demonstrated need, the PBA proposals for lump sum payments for membership in health and fitness facilities as well as for 100% reimbursement of net savings for members who opt out of insurance coverage, both of which involve additional costs, are not awarded.

PBA PROPOSAL ON PAST PRACTICE (Article 27):

- The PBA proposes to delete the current Past Practice Clause in its entirety.

The current past practice clause in Article 27 is "cumbersome and exceedingly convoluted", a "hornet's nest of potential litigation" and inappropriately shifts the balance of bargaining power by permitting the City to upset the status quo by providing notice.

CITY POSITION ON PAST PRACTICE: The City opposes the PBA proposal to delete the past practice provision of Article 27.

PANEL FINDINGS AND CONCLUSIONS ON PAST PRACTICE: There is an insufficient demonstration on the record to establish that the past practice provision of Article 27, although complicated, has been misused or represents an inappropriate shift in bargaining power of the parties.

Accordingly, the PBA proposal on deleting the past practice clause is denied.

PBA PROPOSAL ON OVERTIME (Article 6):

- The PBA proposes to amend Article 6 to provide: A. The Employer will pay Police Officers for ANY authorized overtime worked, including, while attending ANY type of Hearings (i.e. Workers Comp, 207-c) AND while attending court/hearings under subpoena in relation to their ANY Police duties of Law Enforcement, including travel time, (a max of 2 hours travel time) at the rate of 1½ times the hourly equivalent of the annual salary.

CITY POSITION ON OVERTIME: The City opposes the PBA proposal on overtime.

PANEL FINDINGS AND CONCLUSIONS ON OVERTIME: There is an insufficient demonstration on the record to award the PBA's proposed changes to Article 6, all of which involve additional costs. Accordingly, the PBA proposal on overtime changes is denied.

PBA PROPOSAL ON ANNUAL LEAVE (Article 7):

-The PBA proposes to amend Article 7 to provide:

H. Each Employee in the unit shall continue to be entitled to the following:

- a. Fifteen (15) working days after employment for one (1) year, and
- b. Twenty (20) working days after employment for five (5) years, and
- c. Twenty (25) working days after employment for ten (10) years.

However, any employee assigned to work a 4 on/3 off schedule shall be entitled to 80% of the above vacation, i.e., 10 working days after 1 year, 16 working days after 5 years, and 20 working days after 10 years. This shall be pro-rated when a member is reassigned to/from a 4 on/3 off schedule during the year.

I. In addition, each employee during his/her first year of employment only shall be entitled to three (3) working days leave which may be taken after completion of six (6) months of employment and must be taken during the first eighteen (18) months of employment.

CITY POSITION ON ANNUAL LEAVE: The City opposes the PBA proposal on changes to Article 7.

PANEL FINDINGS AND CONCLUSIONS ON ANNUAL LEAVE: Given the current environment, there is an insufficient demonstration of a need to increase the benefits now available on annual leave. Accordingly, the PBA proposal on amending Article 7 is denied.

PBA PROPOSAL ON ARTICLE 7 MIDNIGHT VACATION PICKS: Amend Article 7 to include subdivision (J): "midnight tour supervisors will pick their accumulated annual leave separate from Officers assigned to the same squad." Separating out Sergeants from Patrol Officers in annual leave picks selections on the steady midnight tour so that seniority would only be compared within rank represents no cost to the City because members from other chores could be shifted without additional compensation to cover staffing needs.

CITY POSITION ON MIDNIGHT VACATION PICKS: The City opposes the PBA proposal.

PANEL FINDINGS AND CONCLUSIONS ON VACATION PICKS: The record does not support any change to Article 7 on midnight vacation picks. Accordingly, the PBA proposal on midnight vacation picks is denied.

PBA PROPOSAL ON HOLIDAYS (Article 8):

- The PBA proposes to amend Article 8 to provide: C. Employees shall have an option to take their thirteen (13) paid holidays in the form of Vacation days in lieu of straight cash paid. These days will be added to their accumulated annual leave pursuant to Article 7.

CITY POSITION ON HOLIDAYS: The City opposes the PBA proposal to change the current provisions of Article 8 on holidays.

PANEL FINDINGS AND CONCLUSIONS ON HOLIDAYS: There is an insufficient demonstration on the record to support an award of any change to the current provisions of Article 8 on holidays. Accordingly, the PBA proposal on holidays is denied.

PBA PROPOSAL ON SICK LEAVE (Article 9):

- The PBA proposes amending Article 9 to provide: J. The Employer will make a twenty-five (25) percent reimbursement, paid in one lump sum, to the employee who has accumulated up to 99 days of sick leave.

K. The Employer will make a fifty (50) percent reimbursement payment, paid in one lump sum, to the employee who has accumulated 100 days or more of sick leave.

CITY POSITION ON SICK LEAVE: The City opposes the PBA proposal on changes to Article 9 on sick leave.

PANEL FINDINGS AND CONCLUSIONS ON SICK LEAVE: There is an insufficient demonstration on the record to establish a basis for changing the current provisions of Article 9 on sick leave. Accordingly, the PBA proposal is denied.

PBA PROPOSAL XI ON DENTAL PLAN (Article 14):

- The PBA proposes amending Article 14 to provide:

Employer shall pay 100% of the cost for both the Family and Individual plan per participating employee, pro-rated from the employee's effective date of coverage, for the purpose of purchasing a dental insurance program covering bargaining unit employees and/or their dependents. The Association shall provide the City Comptroller with proof of the existence of participating employees as a condition of any payment by the city. If an employee is eligible for coverage under the dental plan the City participates in and elects not to receive such coverage (i.e. no coverage), the City will reimburse 100% of the City's net savings to the employee, pro-rated on a bi-weekly basis. The employee is responsible for providing the city with any required certification of eligibility and release documents that the city may require.

CITY POSITION ON DENTAL PLAN: The City opposes the PBA proposed changes in the dental plan under Article 14.

PANEL FINDINGS AND CONCLUSIONS ON DENTAL PLAN: There is an insufficient demonstration on the record forewarning the proposed changes to the dental plan provisions of Article 27. Accordingly, the PBA proposal on changes to the dental plan is denied.

PBA PROPOSAL ON GROUP LIFE INSURANCE (Article 15):

The Employer shall provide a group life insurance policy for each employee in the amount of \$100,000 at a cost not to exceed twenty-five (25) per month per participating employee.

CITY POSITION ON GROUP LIFE INSURANCE: The City opposes the PBA proposal on increases to group life insurance coverage under Article 15.

PANEL FINDINGS AND CONCLUSIONS ON GROUP LIFE INSURANCE: There is an insufficient demonstration of any specific need to increase group life insurance coverage, which would represent an additional cost to the City. Accordingly, the PBA proposal on changes to Article 15 on group life insurance is denied.

PBA PROPOSAL ON CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE
(Article 22):

- The PBA proposes amending Article 22 to provide:
 - A. Effective January 1, 2009, the Employer shall pay each employee \$1500 in a lump sum, pro-rated, due on December 1st each year, as a uniform cleaning and equipment maintenance allowance.
 - B. The Employer shall pay each employee, whose rank is Sergeant or below, assigned to the Detective Division or Youth Division for 30 days or more in a calendar year and required to work plain clothes, \$1200 per year clothing allowance, pro-rated on a bi-weekly basis.
 - C. In addition, the Employer shall pay each employee \$800 dollars, (previously used by the Department for uniform orders), in a lump sum, due on July 1st, used to purchase New uniforms and equipment.
 - D. The Employer shall furnish all newly appointed employees with New Uniforms and equipment as per general orders #104.1 (uniform specifications and equipment), #104.3 (uniform classifications) and #104.4 (annual inspection of uniforms and equipment) as to comply with the standards set forth by the Department.

CITY POSITION ON CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE:

The City opposes the PBA proposal.

PANEL FINDINGS & CONCLUSIONS ON CLOTHING & EQUIPMENT MAINTENANCE

ALLOWANCE: There is an insufficient demonstration of any basis on which it would be appropriate to award the proposed changes to Article 22, which would represent an additional cost. Accordingly, the PBA proposal is denied.

PBA PROPOSAL ON TIME-OFF FOR ASSOCIATION REPRESENTATIVES (Article 23):

- The PBA proposes amending Article 23 to provide:

Each calendar year, members of the Association will be permitted up to 400 hrs of time-off with pay on a straight time basis to attend specified conferences AND Association related meetings as specified herein. The Association President shall submit a written application for such time off, in advance as required below, to the Administrative Lt. who will then forward it to the Police Commissioner, who may deny it in the interest of the City if so required.
- A. Two members of the Association will be permitted to attend BOTH the Pre-Conventions and Conventions of the Police Conference of New York and N.A.P.O. with pay on straight time basis with a limit of eight (8) hours per day. The President of the Association shall submit a written application for the time off, to the Administrative Lt. in advance, and the number of days to be allowed for such purpose shall be determined by the Police Commissioner in advance.

- B. If the President, OR his designated agent, is on duty, he will endeavor to handle all matters of the Association when it is necessary to telephone, or in an emergency, to visit members of the Association at a location other than the one at which the President, or his designated agent, is working, he shall obtain permission of his supervisor, which permission will not be unreasonably denied, and he will be given a reasonable time off to attend to such matters.
- C. Up to three (3) Officers of the Association (President, Vice President, Treasurer, Secretary, Sgt-Arms) AND/OR two (2) Trustees, may be permitted to attend the monthly meeting of the Association, while on duty, subject to the approval of the Police Commissioner, which shall not be unreasonably withheld. It shall be the responsibility of the Association to provide advance notice of seven (7) days to the Administrative Lt. who will forward it to the Police Commissioner for approval of such meetings and the officers requesting time off from duty. Such time off shall be for the duration of the meeting only, plus a reasonable period of travel.
- D. The PBA President OR his/her Designee may receive two (2) tours off per month to attend Both the PCNY and APA affiliated meetings with 7 days notice to the Administrative Lt. subject to approval by the Police Commissioner.
- E. The PBA President AND his Designees to attend ALL Hearings, Collective Bargaining Negotiation meetings, Employees meetings pursuant to Article 28, Seminars/training classes sponsored by PCNY and NAPO such as but not limited to; Taylor law, 207-c, PERB, and Workers Compensation.
- F. The President of the Association, OR his/her designee, will have FULL release to attend to matters pertaining to Association, with twenty-four (24) hours notice to the Administrative Lieutenant or the immediate supervisor, which permission will to be unreasonable denied, and will be given off to attend such matters.

CITY POSITION ON TIME-OFF FOR ASSOCIATION REPRESENTATIVES: The City

opposes the PBA proposal on changes to Article 23.

PANEL FINDINGS AND CONCLUSIONS ON TIME-OFF FOR ASSOCIATION

REPRESENTATIVES: There is an insufficient demonstration on the record of any need for the proposed changes to Article 23, or that the current provisions are insufficient for the Association to meet its obligations. Accordingly, the PBA proposal on changes to Article 23 is denied.

PBA PROPOSAL ON OTHER ITEMS REQUESTED BY THE PBA FOR COLLECTIVE BARGAINING:

- i. For the purpose of the pension calculation and accrual and retirement eligibility in all respects, the City shall credit ANY member who has accumulated up to five (5) years prior employment by and not limited to Westchester County Correction Department in the capacity of a Correction Officer, DEP (department of environmental protection) Police Officer, NYPD in the capacity of a Police Officer and ANY State Corrections Officer, State Police/Trooper and State Park Police, prior to becoming employed by the City, full credit for the prior County/City of New York/State law enforcement employment as if the member was

working as a Police Officer for the City. The Parties agree to take all reasonable steps necessary to effectuate this provision immediately, including, but not limited to any steps necessary to have appropriate credit applied to the pension and or retirement fund applicable for current members.

- ii. General Order 116.9, #207-c Policy, Negotiate and implement stage that the Association can request binding arbitration to be designated by Triple A or PERB pursuant to its rules.
- iii. Request that all members of the Association gain membership, individual and or Family, to ALL City run properties/services such as and not limited to; Rye Golf Club and Rye Marina.
- iv. Maternity leave policy
- v. General Order#103.10, TASER policy, change "Weapon Readiness", section B.

CITY POSITION ON OTHER ITEMS REQUESTED: The City opposes the PBA proposals.

PANEL FINDINGS AND CONCLUSIONS ON OTHER ITEMS REQUESTED: There is an insufficient demonstration on the record to establish a basis on which the other items requested by the PBA can appropriately be awarded. Accordingly, the PBA proposals are denied.

APPENDIX A

CURRENT AGREEMENT PROVISIONS

ARTICLE 5 SALARIES AND WAGES

1. Pay Plan (effective July 1, 2008)

A. The pay plan for lieutenants, sergeants and patrolmen shall be as follows:

Step	Police Officer	Sergeant	Lieutenant
1	\$57,202		
2	\$74,861		
3	\$77,973		
4	\$81,264		
5	\$84,712	\$99,390	\$106,823

B. Each employee, whose rank is Sergeant or below, assigned to the Detective Division, Youth Division and Records unit for 30 days or more in any calendar year shall receive additional compensation of seven (7) percent of base pay, pro-rated bi-weekly, during the period of this assignment, at the discretion of the Police Commissioner. In addition to the above, any employee, whose rank is Sergeant or below, designated as commander of the detective unit, for 30 days or more, by the Commissioner of Police, shall receive additional compensation at the rate of \$800.00, pro-rated bi-weekly.

2. Longevity

A. The longevity feature of the pay plan for the Employee shall continue to be based on total service with the Employer, rather than service in a position. Eligibility for longevity payments for all employees shall be based on total years of service with the City, determined by the Employee's date of provisional or permanent hiring....

D. For lieutenants on the payroll prior to January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- | | |
|---|-------|
| 1. At the completion of 9 years service an additional | \$728 |
| 2. At the completion of 14 years of service an additional | \$764 |
| 3. At the completion of 19 years of service an additional | \$802 |

E. Employees hired in 1970 or earlier, who received longevity payments in 1980, shall continue to receive the same longevity payments as provided in the 1980 pay plan. Future longevity increments shall be subject to the appropriate amount, for years of service, as specified in Sections B, C and D of this Article....

[APPENDIX A, continued]

H. Effective January 1, 2007, for employees on the payroll hired on or after January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- | | |
|--|--------|
| 1. At the completion of 7 years service an additional | \$500 |
| 2. At the completion of 12 years service an additional | \$550 |
| 3. At the completion of 17 years service an additional | \$600. |

ARTICLE 13 PROVISION ON HEALTH PLAN

Section A. The Employer shall, pursuant to the provisions of Section 167 of the Civil Service Law, continue to participate in the State Health Insurance Plan or such other plan implemented pursuant to paragraph B of this Article. The City shall pay, during the term of this agreement, 100% of the cost of the premium on behalf of the police officers of the Police Department of the City of Rye and 100% of such premium for coverage of dependents of such police officers. For employees hired on or after January 1, 1990, the City will contribute 75% of the premium for individual or family coverage under the health plan the City participates in, provided that contributions under this provision will not become effective until December 31, 1991. The contribution will not exceed 4.0% of the employee's base annual salary.

Section B. The City shall have the right to change health insurance carriers, provided that:

1. Benefits shall be equivalent to the benefits under the current health plan;
2. The City shall give the RPA at least 90 days advance notice of its intention to change carriers;
3. If the RPA questions whether the new plan provides equivalent benefits, that matter shall be submitted to arbitration and a hearing held within the 90-day period. The insurance carrier shall not be changed until the arbitrator has rendered his decision, which shall be no later than 30 days from the close of the arbitration hearing.

Section C. Effective January 1, 1996, the City shall also have the right to provide coverage under the alternate MEBCO Plan.

Section D. The employer shall pay 100% of the premium payments for retired employees. This benefit shall extend to the member of the Bargaining Unit and their dependents during the lifetime of the retired employee and/or their widow/er.

Section E. If any employee is eligible for individual or family coverage under the health plan the city participates in and elects not to receive such coverage (i.e., no coverage or individual only coverage while eligible for family coverage), the City will reimburse 25% of the City's net savings to the employee, pro-rated on a bi-weekly basis. The employee is responsible for providing the City with any required certification of eligibility and release documents that the City may require.

[APPENDIX A, continued]

ARTICLE 27 PROVISION ON PAST PRACTICE

- A. The Employer shall not eliminate any generalized benefit that has been continuously enjoyed by all employees for a substantial period of time without good cause.
- B. Pursuant thereto, the Employer may change any of the present rules, regulations and long-standing practices or the working conditions of employees, provided that the Association is given at least a ten (10) day written notice of the proposed change and an opportunity to submit recommendations concerning such change to the appropriate official of the Employer, except in an emergency. In the event that a change in procedure is made in an emergency without notice to the Association, upon termination of the emergency the change in the procedure will not be continued without having given the Association ten (10) days prior written notice to submit recommendations concerning such change.
- C. Notwithstanding the provisions of Article 25A and B, the elimination of any generalized benefit that has been continuously enjoyed by all employees for a substantial period of time or a change of any of the present rules, regulations, long-standing practices or working conditions of the employees, which is implemented by the City, shall, upon the demand of the Association, be subject to impact bargaining pursuant to the Taylor Law.

ARTICLE 6 PROVISION ON OVERTIME

- A. The Employer will pay police officers for any authorized overtime worked, while attending hearings before the State Department of Motor Vehicles or while attending court under subpoena in relation to their duties of law enforcement, including travel time, (to a maximum of 2 hours travel time) at the rate of 1½ times the hourly equivalent of the annual salary.
- B. Employees recalled to work after leaving at the end of an assigned shift shall be guaranteed a minimum period for recall of four (4) hours. For time actually worked, including travel time, compensation shall be paid at the rate of 1½ times the hourly equivalent of the annual salary; straight time rates shall apply for time paid to meet the 4 hour minimum, but not actually worked.
- C. The provisions of Section A and B of this Article shall not apply to employees while assigned to the Detective Division or Youth Division for which additional compensation is paid. Such employees shall receive compensatory time off, at time and one-half, for authorized time worked. The City may, at its election, pay such employees for such accumulated compensatory time.

[APPENDIX A, continued]

ARTICLE 7 PROVISION ON ANNUAL LEAVE

H. Each Employee in the unit shall continue to be entitled to the following:

- a. Fifteen (15) working days after employment for one year, and
- b. Twenty (20) working days after employment for five years.
- c. Twenty (25) working days after employment for ten years.

I. In addition, each employee during his/her first year of employment only shall be entitled to five (5) working days leave which may be taken after completion of six (6) months of employment and must be taken during the first eighteen (18) months of employment.

ARTICLE 8 PROVISION ON HOLIDAYS

B. Employees shall be paid thirteen (13) days at straight time in lieu of holidays, to be paid semi-annually. The payments shall be made on January 1, (6 ½ days pay) and July 1, (6 ½ days pay) each year. Employees who work on thanksgiving, Christmas, New Year's Day and Independence Day will be granted an additional four (4) hours pay for each such tour they work.

ARTICLE 9 PROVISION ON SICK LEAVE

J. The Employer will make a one-time cash payment equal to two day's salary per year of service (to a maximum of 40 days) upon retirement, to employees who have accumulated sick leave in excess of 220 days upon retirement.

ARTICLE 14 PROVISION ON DENTAL PLAN

The Employer shall pay up to 70% of the cost of a family plan, and 100% of the cost of an individual plan per participating employee, pro-rated from the employee's effective date of coverage, for the purpose of purchasing a dental insurance program covering bargaining unit employees and/or their dependents. The Association shall provide the City Comptroller with proof of the existence of participating employees as a condition of any payment by the City. If an employee is eligible for individual or family coverage under the dental plan the City participates in and elects not to receive such coverage (i.e., no coverage or individual only coverage while eligible for family coverage), the City will reimburse 25% of the City's net savings to the employee, pro-rated on a bi-weekly basis. The employee is responsible for providing the city with any required certification of eligibility and release documents that the city may require.

ARTICLE 15 PROVISION ON GROUP LIFE INSURANCE

The Employer shall provide a group life insurance policy for each employee in an amount not to exceed \$50,000 at a cost not to exceed twenty (\$20) per month per participating employee.

[APPENDIX A, continued]

ARTICLE 22 PROVISIONS ON CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

A. Effective January 1, 1994, the Employer shall pay each employee \$1,000 in a lump sum, pro-rated, due on December 1 of each year, as a uniform cleaning and equipment maintenance allowance. Effective January 1, 2007, the Employer shall pay each employee \$1,200 in a lump sum, pro-rated, due on December 1 of each year, as a uniform cleaning and equipment maintenance allowance.

B. In addition, the Employer shall pay each employee, whose rank is Sergeant or below, assigned to the Detective Division or Youth Division for 30 days or more in a calendar year and required to work in plain clothes, \$1,000 dollars per year clothing allowance, pro-rated on a bi-weekly basis.

ARTICLE 23 PROVISIONS ON TIME OFF FOR ASSOCIATION REPRESENTATIVES

Each calendar year, members of the Association will be permitted up to 350 hours of time-off with pay on a straight time basis to attend specified conferences and Association related meetings as specified herein. A maximum of two (2) persons shall be granted such time-off at any given time. The Association President shall submit a written application for such time off, in advance as required below, to the Police Commissioner, who may deny it if the interest of the City so require.

- A. Two members of the Association will be permitted to attend the conferences of the Police Conference of New York, Inc., or N.A.P.O., not exceeding twice per year, with pay on a straight time basis with a limit of eight (8) hours per day. Such members shall submit a written application for the time off, in advance, and the number of days to be allowed for such purpose shall be determined by the Commissioner of Police in advance.
- B. If the President, or his designated agent, is on duty, he will endeavor to handle all matters of the Association during the lunch period, or before or after working hours, except that when it is necessary to telephone, or in an emergency, to visit members of the Association at a location other than the one at which the President, or his designated agent, is working, he shall obtain permission of his supervisor, which permission will not be unreasonably denied, and he will be given a reasonable time off to attend to such matters.
- C. Up to two (2) officers (President, Vice President, Secretary, or Treasurer,) of the Association may be permitted to attend the monthly meeting of the Association, while on duty, subject to the approval of the Commissioner of Police, which shall not be unreasonably withheld. It shall be the responsibility of the Association to provide advance notice of at least two weeks to the Police Commissioner of such meetings and the officers requesting time off from duty. Such time off shall be for the duration of the meeting only, plus a reasonable period of travel.
- D. The PBA President or his/her designee may receive one tour off per month to attend PCNY or Westchester Affiliate Meetings with 7 days notice given to their supervisor.
- E. To attend hearings, collective negotiation meetings, and employee committee meetings pursuant to Article 28.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
Case No. IA2010-030; M2009-276

In the Matter of the Arbitration : PUBLIC
: ARBITRATION
- between - :
RYE POLICE ASSOCIATION : PANEL
: AWARD
- and - :
CITY OF RYE :
_____ :

The Undersigned, duly designated as a Public Arbitration Panel pursuant to Section 209 of the New York Civil Service Law ("Taylor Law"), and having duly heard and considered the proofs and allegations of the above-named parties under the statutory standards set forth in Section 209.4.c.v of the Taylor Law, hereby AWARD:

1. The contract term is January 1, 2009-December 31, 2010.
2. The base annual salary rates of all current bargaining unit members as of the date of this Award shall be increased by 3.0% effective July 1, 2009 and further increased by 3.0% effective July 1, 2010. No increases shall be provided to any individual who is not a current bargaining unit member on the effective date of this award.
3. Pay plan effective December 31, 2010, Pay plan effective December 31, 2010 for new members hired after October 23, 2013
(all Steps to be increased by awarded salary percentages):

Step	Police Officer	Sergeant	Lieutenant
1	\$57,202		
2	\$63,088		
3	\$68,974		
4	\$74,861		
5	\$77,973	\$99,390	\$106,823
6	\$81,264		
7	\$84,712		

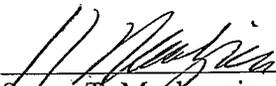
4. Effective January 1, 2009, for current bargaining unit members on the payroll as of the date of this Award will the following annual longevity payments shall be made as an addition to base salary:

1. At the completion of 7 years service an additional \$550
2. At the completion of 12 years service an additional \$600
3. At the completion of 17 years service an additional \$650

Rye Police Association and City of Rye
PERB Case No. IA 2010-030; M 2009-276

- 5. Effective December 31, 2010 but to be implemented prospectively at the same time awarded salary increases are paid to bargaining unit members, for all current bargaining unit members the City will contribute 75% of the premium for individual or family coverage.
- 6. All other terms and conditions of employment as set forth in the collective bargaining agreement between the parties, except as modified by this Award, shall continue in full force and effect for the contract period, January 1, 2009-December 31, 2010.

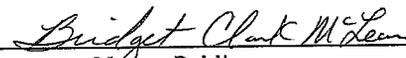
Date: October 23, 2013


 Susan T. Mackenzie, Esq.
 Public Panel Member and Chair

State of New York)
) SS:
 County of New York)

On this day, Susan T. Mackenzie came and appeared before and confirmed to me that she is the individual described herein and acknowledged to me that she is the individual who executed the foregoing instrument.

10/23/13
 Date


 Bridget Clark McLean
 Notary Public

BRIDGET CLARK MCLEAN
 Notary Public, State of New York
 No. 01CL6237216
 Qualifies in New York County
 Commission Expires March 14, 2015

Date: October 25, 2013

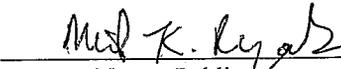

 Edward P. Hayes, Esq.
 Employee Organization Panel Member

Concur: _____
 Dissent:

State of New York)
) SS:
 County of Nassau)

On this day, Edward P. Hayes came and appeared before me and confirmed to me that he is the individual described herein and acknowledged to me that he is the individual who executed the foregoing instrument.

10/25/13
 Date


 Neil Kip Reynolds
 Notary Public

NEIL KIP REYNOLDS
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 02RE6205126
 Qualified in Nassau County
 My Commission Expires May 04, 2013
 2017

Date: October 29, 2013

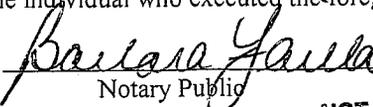

 Vincent Toomey, Esq.
 Public Employer Panel Member

Concur:
 Dissent: _____

State of New York)
) SS:
 County of Nassau)

On this day, Vincent Toomey came and appeared before me and confirmed to me that he is the individual described herein and acknowledged to me that he is the individual who executed the foregoing instrument.

10/29/13
 Date


 Barbara Faila
 Notary Public

BARBARA FAILA
 NOTARY PUBLIC, State of New York
 No. 01FA6092115
 Qualified in Nassau County
 Commission Expires May 12, 2015