

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

x

In the Matter of the Interest Arbitration

NYS PERB Case No.:
IA2012-016; M2012-145

-between-

TARRYTOWN POLICE BENEVOLENT ASSOCIATION, INC.
"Petitioner/ PBA/Employee"

FINAL AND BINDING
OPINION AND AWARD
OF TRIPARTE
ARBITRATION PANEL

- and -

For the period: 6/1/2012 – 5/31/2014

VILLAGE OF TARRYTOWN.
"Respondent/ Village/Employer"

x

PANEL MEMBERS

Panel Chairman Roger E. Maher
Employee Panel Member Anthony V. Solfaro
Employer Panel Member Michael A. Richardson

APPEARANCES

**For the New York State Union of Police Associations, Inc. on behalf of its affiliate,
The Tarrytown Police Benevolent Association, Inc.**

Law Offices of John K. Grant PC.
By John K. Grant, Esq.

For the Village of Tarrytown
By Michael S. Blau, Esq.
Village Administrator

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED

NOV 25 2013

CONCILIATION

BACKGROUND

The Tarrytown Police Benevolent Association, Inc. (hereinafter "PBA") and the Village of Tarrytown (hereinafter "Village") are parties to a Collective Bargaining Agreement (hereinafter "Agreement") that covered a four year period from June 1, 2008 through May 31, 2012.

When the parties could not reach a successor Agreement despite months of negotiations and mediation, the PBA filed a petition for compulsory interest arbitration on December 7, 2012 for Compulsory Interest Arbitration pursuant to §209.4 of the Public Employees Fair Employment Act (hereinafter "CSL", "ACT", or "Taylor Law").

This proceeding was conducted pursuant to Civil Service Law §209.4 to resolve the impasse between the parties. The parties selected Roger E. Maher as the Public Panel Member and Chairperson, with the Village appointing Michael A. Richardson, and the PBA appointing Anthony V. Solfaro as their respective panel members (hereinafter "Panel").

An Improper Practice Charge was filed by the PBA against the Village (PERB Case No. U-32425) regarding certain demands by the Village submitted for arbitration.

A hearing was held before the Panel on April 29, 2013, at which time both parties were represented by counsel, provided ample opportunity to introduce evidence, present testimony, summon witnesses, examine and cross examine witnesses, and otherwise support their respective positions on the outstanding issues before the Panel. The hearing had a transcribed record and was the official record of the proceeding. The parties filed post hearing briefs which were received in a timely manner on or about June 12, 2013. Thereafter, the Panel convened an

executive session on July 22, 2013.

DEMANDS OF THE PBA

2. Article 2 - Compensation

B. BASE WAGE

(1) Amend the schedule as follows:

Police Officer

Step	<u>6/1/12</u>	<u>6/1/13</u>
6 – Recruit / Police Academy *	3.95%	3.95%
5 – Starting	3.95%	3.95%
4 – After 1 year	3.95%	3.95%
3 – After 2 years	3.95%	3.95%
2 – After 3 years	3.95%	3.95%
1 – After 4 years	3.95%	3.95%

Detective ** N/C TO DIFFERENTIAL

Sergeant *** SEE BELOW

Detective Sergeant ***** N/C TO DIFFERENTIAL

N/C EXCEPT DELETE REFERENCE TO HIRE DATE

** N/C

*** Amend to read as follows: Sergeant(s) shall be paid 5% differential over and above the base wage of Detectives, which shall include adding the annual “stand by time” payment after the Detectives differential is calculated as set forth herein.

***** N/C

(3) Amend to read as follows:

Any employee who acts as a superior officer, except in the case of the Chief of Police, shall be paid for all hours, or part thereof, in that classification.

B. **Longevity** - Amend the 2nd sentence to read as follows:

Longevity shall be paid and included in the calculation of each employee's overtime rate of pay, and all paid leave, such as but not limited to, sick leave, holiday, vacation and personal leave as follows:

<u>Years of Service</u>	<u>6/1/12</u>	<u>6/1/13</u>
start of 5 th through 8 th	2.0 % of base wage hourly rate to be calculated off of Step 1 Police Officer, or Detective, Sergeant and Detective Sergeant as the case may be.	
start of 9 th through 12 th	2.25 % of base wage hourly rate to be calculated off of Step 1 Police Officer, or Detective, Sergeant and Detective Sergeant as the case may be.	
start of 13 th through 16 th	2.50 % of base wage hourly rate to be calculated off of Step 1 Police Officer, or Detective, Sergeant and Detective Sergeant as the case may be.	
start of 17 th through 20 th	2.75 % of base wage hourly rate to be calculated off of Step 1 Police Officer, or Detective, Sergeant and Detective Sergeant as the case may be.	
start of 21 st through 24 th	3.0 % of base wage hourly rate to be calculated off of Step 1 Police Officer, or Detective, Sergeant and Detective Sergeant as the case may be.	
start of 25 th and above	3.5 % of base wage hourly rate to be calculated off of Step 1 Police Officer, or Detective, Sergeant and Detective Sergeant as the case may be.	

D. **Overtime**

(5) Amend as follows: note: refers to stand by annual compensation to employees in the Detective Bureau).

	<u>6/1/12</u>	<u>6/1/13</u>
Detective	\$1,200.00 *	\$1,225.00
	HOURLY RATE TO BE CALCULATED **	
Detective Sergeant	\$2,200.00 *	\$2,225.00

* N/C in the language

** N/C in the language

3. **Article 4 -Holidays**

A. Insert “fourteen (14)” where thirteen (13) appears and amend the 2nd sentence to read as follows:

The payment shall be based on the rate of pay in effect at that time for each employee.

B. Insert “Memorial Day” to the existing list.

E. Amend the 1st sentence to read as follows:

Each employee shall be paid for all unused Holiday Compensatory Time as of December 31st of each year, by separate check, no later than the second (2nd) pay period of January each year at the rate of pay in effect at that time of each employee.

4. **Article 7 – Medical Insurance and Welfare Plan**

A. **Medical Insurance** change heading to health insurance

B. Incorporate mutually agreed upon arbitrator(s) or insert “New York State Public Employment Relations Board (PERB) “where” American Arbitration Association (AAA) APPEARS.

D. **Welfare Plan** – amend the schedule as follows:

	(+\$25.00) <u>6/1/12</u>	(+\$25.00) <u>6/1/13</u>
Individual	\$205.00/mo.	\$230.00/mo.
Family	\$290.00/mo.	\$315.00/mo.

5. **Article 8 – Annual Work Days**

A. Add the following to read as follows:

An employee who bids or is assigned to the steady “A” line tour of duty (11:30 p.m. to 7:30 a.m. for police officers, and/or 11:00 P.M. to 7:00 a.m. for uniformed sergeant’s) shall be scheduled to work four (4) consecutive days on, followed by two (2) consecutive days off, followed by four consecutive days on, followed by three (3) consecutive days off, and repeat the cycle.

D. Insert "twenty (20)" where “twelve (12)” appears. (Note: Refers to minimum notice requirement for an involuntary move of employees’ regularly scheduled tour in the patrol division).

Add the following to read as follows:

All of the foregoing shall be paid at the rate of pay in effect at the time of death, separation or retirement. The payment shall be made in the pay period following death, separation or retirement.

6. **Article 9 – Duty Apparel**

A. Amend the amounts as follows: (Note: Refers to the purchase and maintenance of duty apparel).

(+ \$30.00)	(+ \$25.00)
<u>6/1/12</u>	<u>6/1/13</u>
\$1,225.00	\$1,250.00

B. Insert “Three Hundred Twenty-five dollars (\$325.00)” where “Two Hundred Ninety-five dollars (\$295.00)” appears. (Note: Refers to the purchase of a winter coat).

E. Add the following to read as follows:

In the event an employee’s eyeglasses or contact lenses are damaged, destroyed or lost in the line of duty, the Village shall pay the full cost of the repair or replacement, upon verification that the damage or destruction of eye glasses or contact lenses occurred in the line of duty.

7. **Article 11 – Bereavement Leave**

B. Add the following to the list of defined family:

step-father, step-mother and step-child

8. **Article 13 - Instructor and Translator**

Amend the 1st paragraph to read as follows:

An employee designated by the Chief of Police or designee as a Field Training Officer (FTO) as certified by the New York State Department of Criminal Justice Services (DCJS), who is assigned to train a newly hired employee, shall be paid, in addition to his/her daily rate of pay, the following amount each pay period:

<u>6/1/12</u>	<u>6/1/13</u>
\$35.00/day or part thereof as FTO	\$50.00/day or part thereof as FTO

Amend the 2nd paragraph to read as follows:

The Village shall pay each employee in addition to his/her daily rate of pay, the following amount each pay period, for being proficient in a foreign language relevant to the community.

<u>6/1/12</u>	<u>6/1/13</u>
\$35.00/day or part thereof as Translator	\$50.00/day or part thereof as Translator

The Village shall have the sole right to determine which language(s) qualifies. The Village or its designee shall advise the employees of the language(s) it has determined to qualify for payment and changes as they occur.

The foreign language incentive will be paid for satisfactory completion of a language test or recertification as approved by the Village. The employee must submit the application for foreign language incentive pay to the Chief of Police or designee for processing. The foreign language incentive pay shall be effective upon being deemed proficient in the foreign language determined by the Village. However, if an employee shall apply for the foreign language incentive pay and is not tested within three (3) weeks of the receipt of the application submitted to the Chief of Police or designees, and is found to be proficient upon passing the exam, the incentive pay shall be paid retroactive to the date three (3) weeks from the Chief of Police designee's receipt of the application.

The foreign language incentive pay shall continue unless and until the employee fails the recertification proficiency exam to be held as described below.

To be eligible for the foreign language incentive pay that employee must be able to demonstrate his/her proficiency and basic ability to:

- A) communicate in the relevant foreign language,
- B) interact with the public in the relevant foreign language, and
- C) conduct routine police activities in the relevant foreign language

The foreign language exam shall consist of a written and or oral part, to be held at a facility designated by the Village, by a teacher or instructor of a local high school or college that is fluent in the foreign language(s) determined by the Village. Each employee shall be allowed to be examined while on duty, when possible. If an employee is unable to be scheduled during on duty hours, that employee will not receive compensation for participation in the exam outside of his her scheduled tour of duty. The Village shall bear the entire cost of the initial exam, as well as recertification. In the event an employee is found not to be proficient, he she shall be responsible for the costs of all subsequent exams. An employee who is found not to be proficient on his her initial exam or recertification exam, shall only be allowed to reexamine once every six months subject to the availability of the examiner.

All employees shall have to participate in a recertification exam which will be every three years and held the last two weeks of April each year. All employees who receive their initial certification on or after January 1st will hold their certification until May of the following year.

Any employee who has not taken or been deemed proficient in a foreign language shall not be assigned to or required to use those language skills at work, provide that any employee whose personal judgment indicates that using that language is appropriate to the safe and expeditious handling of police business should be willing to do so. There shall be no discipline imposed on that employee for differences in the exercise of such judgment.

9. **Article 17 – Sick Leave**

B. Amend the schedule as follows:

<u>Sick Leave Usage</u>	<u>Amount Paid</u>
N/C	
0 – days	3.00% of base wage
1- day	2.50% of base wage
2 – days	2.25% of base wage
3 – days	1.75% of base wage
4 – days	1.25% of base wage
5 – days	1.00% of base wage

NEW C. An employee shall be entitled to use up to three (3) sick leave days each year for a member of his her immediate family. The immediate family shall be defines as the spouse, and children, including step-children.

10. **Article 20 – Commencement of Negotiations**

Delete in its entirety, and renumber Articles accordingly.

11. **Article 24 – Matters not Covered**

Delete in its entirety, and renumber Articles accordingly.

12. **Article 26 – Association Business**

Change heading to PBA Business

Insert "twelve (12)" where "nine (9)". (NOTE: Refers to maximum number of days each contract year for the PBA President or designee to conduct business).

13. **Article 28 – Term of Agreement**

Insert "2012" and "2014" where "2008" and "2012" appears. (Note: Refers to a 2 year Agreement).

Demands of the Village – summarized below but are specifically set forth in PBA Book 1, Exhibit 2

1. Medical Insurance –

- Make available a medical insurance plan and prescription drug plan for the employee and eligible family.
- Change existing contribution to the following:

Effective June 1, 2012, employees hired before June 1, 2008, the Village will pay 100% of the individual premium, and 92% of the family premium.

Effective June 1, 2013, employees hired before June 1, 2008, the Village will pay 100% of the individual premium, and 89% of the family premium.

For employees hired on or after June 1, 2008, the Village will pay 100% of the individual premium, and 75% of the family premium.

2. Retiree Medical Insurance –

- Offer medical insurance and drug prescription coverage who are receiving retirement benefits. An employee who leaves due to disciplinary action is not eligible for medical insurance or prescription drug coverage.
- Retiree's spouse coverage is available if spouse was eligible on the retiree's last date of employment with the Village. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage, provided the spouse pays the full cost of the premium. In the event of legal separation or divorce, the retiree's spouse shall not be eligible, except as provided under state and federal law.
- To be eligible for coverage, the retiree must meet all of the following requirements:
 1. Have at least 16 years of continuous benefit eligible service with the Village; and
 2. Be at least 50 years of age; and
 3. Retire directly from the Village; and
 4. Been granted a retirement benefit.
- When the retiree or retiree's eligible spouse meets the eligibility criteria for Medicare, primary coverage for that individual will be provided by Medicare. At that time, that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Village, with the Village reimbursing that individual for the cost of the Medicare Part B premium.
- Upon retirement, the Village shall pay 60% of the insurance premium, but in no event exceed the following caps:

<u>Years of Service</u>	<u>Allowance</u>
16	\$124,544
17	\$132,328

18	\$140,112
19	\$147,896
20	\$155,680
21	\$163,464
22	\$171,248
23	\$179,032
24	\$186,816
25	\$194,600
26	\$202,384
27	\$210,168
28	\$217,952
29	\$225,736
30	\$233,520

3. Annual Workdays –

Detectives, Detective Sergeant and Youth Officer shall work a duty schedule of 260 days each year.

4. Training Days –

Provide for 1 additional training day, for a total of 2.

5. Sick Leave –

Eliminate unlimited sick leave and credit on June 1st of each 96 hours, without limitation, and if hired during the year, prorated based on the number of months worked in that fiscal year. An employee absent from work without pay for more than 30 calendar days in a fiscal year, the annual allowance of sick leave to be credited the next year will be adjusted on a prorated basis, with 260 days equal to 100%. The use of sick leave for medical and dental appointments that cannot be scheduled during non work hours, and can only be used in whole day increments. Use of sick leave for immediate family illness or injury only if the employee must provide direct care. Definition of immediate family included. No payment for unused sick leave for retirement, resignation, laid off, or leaves employment due to disciplinary action. Eliminate the existing sick leave incentive payment. Reduce from 4 to 3 or more consecutive days of sick leave in any immediately preceding 12 month period.

6. Vacation –

Provide for a new vacation schedule for employees hired on or after June 1, 2012 as follows:

<u>Years</u>	<u>Work Days</u>
During 1 st Year	5
1	12
7	17
12	20

The Panels' Preliminary Statement

All issues submitted by each party were carefully considered by the Panel in its deliberations in making a just and reasonable determination in this matter. In the Executive Session conducted, the Panel deliberated on each of the outstanding issues carefully and fully considered all the statutory criteria, data, exhibits, briefs and testimony of the sworn witnesses who appeared on behalf of both parties. The results of those deliberations are contained in this Opinion and Award ("Award") which constitutes the Panel's best judgment as to a just and reasonable solution of the impasse. Those issues presented by the parties that are not specifically addressed for a determination in this Award, were carefully considered by the Panel but are rejected. For each issue addressed, the discussion below presents a summary of the parties' positions and the Panel's analysis and conclusion. The Panel considered the impact of each item upon the whole, and made its Award considering the combination of items that would provide a just and reasonable determination for the parties.

In arriving at the determination and Award contained herein, the Panel has considered all of the following statutory provisions applicable to Compulsory Interest Arbitration pursuant to Civil Service Law §209.4 which is as follows :

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

(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 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 traders 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 the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

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

(vii) the determination of the public arbitration panel shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

The Parties' Position on Statutory Criteria Comparability

Summary Position of the Parties

The parties agree that the comparable police jurisdictions for terms and conditions of employment are those Hudson River Villages of Ardsley, Briarcliff Manor, Buchanan, Croton, Dobbs Ferry, Elmsford, Hastings, Irvington, Ossining, Pleasantville and Sleepy Hollow.

Ability to Pay

Summary Position of the PBA

The PBA relied on its financial expert witness, economist Kevin Decker of Decker Economics, his testimony, report (PBA Exhibit # 56), and conclusions that the Village is in excellent financial condition, which includes an unreserved Fund balance of approximately 4.8 million for fiscal year 2012-2013, and a contingency fund of \$510,000.00 for fiscal year 2013-2014, up from \$303,000 for fiscal year 2012-2013. The Village has used approximately 27.9%

of its constitutional tax limit for fiscal year 2012-2013. The Village's sales tax revenue is budgeted for \$1.475 million for 2012 – 2013, which is less than received in fiscal year 2011-2012, but according to Decker, the Village is expected to receive 1.51 million if the final quarter's distribution is unchanged from the previous year.

Decker's testimony established the Village's Police Department's expenditures for personal services have gone down in the last three (3) years as set follows:

2011-12	\$4,361,519
2012-13	\$4,106,173
2013-14	\$4,061,566
	\$299,953 annually

Summary Position of the Village

The Village relied on the testimony of Village Administrator Michael Blau, and upon its exhibits submitted in the record at the hearing and on its post hearing brief which in part stated that the conclusions of Mr. Decker were inaccurate and irrelevant. The Village argued that its ability to pay has been significantly impacted by continually rising health insurance costs. Village Exhibit #12 shows the actual dollar amounts for a family plan (two persons or more) increasing from \$18,167 for 2011 to \$20,239 for 2013, an increase of 11.4%.

The Village also submits it has incurred significant increases in its contributions as required by the State Retirement System for Police Officers. Village Exhibit #12 shows the actual dollar amounts increasing from \$660,930 to \$1,060,500 in just two (2) years, an increase of 60.5%. In addition, an analysis of Village finances must take into account budgeted

expenditures and revenues in conjunction with the loss of assessables. The Village asserts that it has experienced a tremendous loss of assessed value over the last several years due to the recession, which represent an actual loss of tax dollars which must be made up every year in order to bring the Village back to the same revenue position (both property tax and non-property tax revenues) that it was in prior to the loss of the assessed value. As noted in Village Exhibit #12, the Village's tax assessment decreased by \$4,633,190 between fiscal years 2010-2011 and 2012-2013. Based upon the assessed tax value established in the fiscal year 2012-2013, this loss of assessed value equates to \$1,263,193 in actual tax dollars. Thus, when the Board of Trustees establishes a budget and associated tax rate, they must take into account the appropriations needed to operate the Village, the loss of actual tax dollars and the revenues necessary to address this loss of tax dollars and the revenues then necessary to fund the Village's appropriations. As noted in Village Exhibit #12, the loss of assessed value from fiscal year 2011-2012 to 2012-2013 totaled \$1,249,585, which represents an actual loss of tax revenue for that budget year of \$325,254. The tax levy for fiscal year 2012-2013 increased by \$333,131. Thus, the Village asserts that approximately one-half of the tax rate increase for fiscal year 2012-2013 was required to address the loss of actual tax dollars, and this is an issue that was glossed over in PBA Exhibit #56.

AWARD

Article 2 – Compensation

B. Base Wage

Amend the schedule as follows:

Police Officer

Step	(2.60%) <u>6/1/12</u>	(2.60) <u>6/1/13</u>
6 – Recruit / Police Academy *	\$38,398	\$39,396
5 – Starting	\$50,849	\$52,171
4 – After 1 year	\$71,443	\$73,301
3 – After 2 years	\$80,419	\$82,510
2 – After 3 years	\$89,381	\$91,705
1 – After 4 years	\$98,352	\$100,909
Detective **	\$108,187	\$111,000
Sergeant ***	\$114,121	\$117,075
Detective Sergeant ****	\$118,971	\$122,051

*An employee who has not completed the required Municipal Police Training Council (MPTC) Police Academy, shall be hired at the Recruit/Police Academy rate for six (6) months (26 weeks), starting from the date of hire as set forth above. Thereafter, that employee shall move to Step 5 Starting. **(N/C EXCEPT DELETE REFERENCE TO HIRE DATE)**

** Detective(s) shall be paid a 10% differential over and above the Step 1 Base Wage of the Police Officer. **(N/C)**

*** Amend to read as follows: Sergeant(s) shall be paid 5% differential over and above the Base Wage of Detectives, which shall include adding the annual “stand by time” payment on or after June 1, 1999 after the Detectives differential is calculated as set forth herein.

**** Detective Sergeant(s) shall be paid a 4.25% differential over and above the Base Wage of the Sergeant(s). **(N/C)**

Overtime

(5) Amend as follows: (note: refers to annual "stand by time" payment to employees in the Detective Bureau.

	(N/C) <u>6/1/12</u> On or before 5/31/88	(N/C) <u>6/1/12</u> On or after 6/1/88 but prior to 6/1/99	(N/C) <u>6/1/12</u> On or after 6/1/99
Detective	\$1,000.00 * \$.5318/hr **	\$655.00 \$.3365/hr	\$500.00 \$.2569/hr
Detective	\$2,000.00	\$655.00	\$500.00
Sergeant	\$1.027/hr	\$.3365/hr	\$.2569/hr
	(+\$50.00) <u>6/1/13</u>	(+\$50.00) <u>6/1/13</u>	(+\$50.00) <u>6/1/13</u>
Detective	\$1,050.00 \$.5394/hr	\$705.00 \$.3622/hr	\$550.00 \$.2825/hr
Detective	\$2,050.00	\$705.00	\$550.00
Sergeant	\$1.0531/hr	\$.3622/hr	\$.2852/hr

*Annual amount is to be paid as set forth below. (N/C)

** Hourly rate is the exact rate to be paid in the computation set forth below (N/C)

Discussion and Analysis

The Panel has determined that a modest increase to the total amount being paid for being on "stand-by time" is warranted. Based on all of the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post hearing briefs, the Panel awards the above.

D. **Welfare Plan** – amend the schedule as follows:

	<u>Single</u>	<u>Family</u>
June 1, 2012 (N/C)	\$180/month	\$265/month
June 1, 2013 (\$25.00)	\$205/month	\$290/month

Discussion and Analysis

The Panel has determined that a modest increase to the existing amounts paid to the Welfare Plan is warranted so as to maintain its solvency. Based on all of the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post hearing briefs, the Panel awards the above.

 X _____
 CONCUR DISSENT

 11-20-13

 MICHAEL A. RICHARDSON DATE
 EMPLOYER PANEL MEMBER

 X _____
 CONCUR DISSENT

 11/18/13

 ANTHONY V. SOLFARO DATE
 EMPLOYEE PANEL MEMBER

Article 10 – Grievance Procedure

Section 3- Procedure

Step 3: Arbitration- Delete 1a and 1b and insert the following:

1. In the event the PBA wishes to appeal an unsatisfactory Step 2 decision, a Demand for Arbitration shall be filed with the Village Administrator within ten (10) business days from receipt of the Step 2 decision. The Village Administrator shall maintain a record of the named arbitrator’s set forth below and the date in which they served at a hearing, in order to contact on a rotational basis to be appointed as the arbitrator for the next grievance arbitration hearing, except as set forth in Article 7 regarding the change in the

health insurance plan benefits. The parties agree to the following named arbitrators:

1. Dennis Campagna
2. Jay Siegel
3. Jeffrey Selchick
4. Louis Patack

5. Insert "1" where "1a" appears.

Discussion and Analysis

The Panel has mutually agreed to modify the aforementioned sections of the grievance procedure.

X
CONCUR
DISSENT

 11-20-13
MICHAEL A. RICHARDSON DATE
EMPLOYER PANEL MEMBER

X
CONCUR
DISSENT

 11/18/13
ANTHONY V. SOLFARO DATE
EMPLOYEE PANEL MEMBER

Article 11 – Bereavement Leave

B. Effective June 1, 2013 adds the following to the list of defined family:

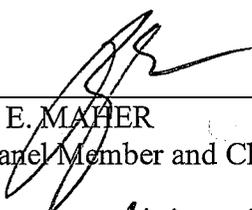
step-father, step-mother and step-child

Discussion and Analysis

The Panel has determined that in order to eliminate a continuing dispute as to the contract's definition of "family" for purposes of bereavement leave, the aforementioned Article 11 Bereavement Leave should be modified as stated.

PANEL MEMBER AFFIRMATIONS

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



ROGER E. MAHER
Public Panel Member and Chairman

Dated: 11-21-13

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



MICHAEL A. RICHARDSON
Employer Panel Member

Dated: 11-20-13

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



ANTHONY V. SOLFARO
Employee Panel Member

Dated: _____