

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

\_\_\_\_\_ X  
In the Matter of the Interest Arbitration

NYS PERB Case No.:  
IA2012-003; M2011-236

-between-

**SAG HARBOR VILLAGE POLICE BENEVOLENT ASSOCIATION, INC.**  
"Petitioner/ PBA/Employee"

FINAL AND BINDING  
OPINION AND AWARD  
OF TRIPARTE  
ARBITRATION PANEL

- and -

For the period: 6/1/2011 – 5/31/2013

**VILLAGE OF SAG HARBOR.**  
"Respondent/ Village/Employer"

\_\_\_\_\_ X  
**PANEL MEMBERS**

Panel Chairman ..... Roger E. Maher  
Employee Panel Member ..... David Davis, Esq.  
Employer Panel Member ..... Vincent Toomey, Esq.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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**APPEARANCES**

**For the Sag Harbor Police Benevolent Association, Inc.**  
Law Offices of Davis & Ferber, LLP  
By Christopher Rothemich, Esq.

CONCILIATION

**For the Village of Sag Harbor**  
Law Offices of Vincent Toomey  
By Thomas Marcoline, Esq.  
Jaimee Pocchiari, Esq.

## BACKGROUND

The Sag Harbor Village Police Benevolent Association, Inc. (hereinafter "PBA") and the Village of Sag Harbor (hereinafter "Village" are parties to a Collective Bargaining Agreement (hereinafter "Agreement") that covered a six year period from June 1, 2004 through May 31, 2011.

In an effort to reach voluntary settlement, the parties held their negotiations sessions on March 29, 2011, July 12, 2011 and August 24, 2011. The PBA filed a declaration of impasse with PERB on October 26, 2011.

On November 22, 2011, PERB appointed Philip Maier who convened mediation on June 26, 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 July 10, 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 Vincent Toomey, Esq., and the PBA appointing David Davis, Esq. as their respective panel members (hereinafter "Panel").

An initial executive session was held on 3/11/2013.

Thereafter hearings were held before the Panel on October 18, 2013, and February 12, 2014, 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 May 9, 2014. Thereafter, the Panel convened an executive session on August 5, 2014.

### **PBA Proposals**

1. **Wages:** Increase wages by four and one-half percent(4.5%) in each year of the agreement
2. **Longevity:** Delete Longevity Schedule in Section 16.b and replace with the following:  
"An employee shall receive longevity pay at the rate of four hundred and twenty-five dollars (\$425) per year for each full year of completed service, payout not to commence until the completion of five (5) years of service."
3. **Night Differential:** Delete Section 16.c and replace with the following  
"All employees who work night tours shall receive an allowance payable on December 1<sup>st</sup> equal to seven percent (7%) of the top step police officer rate of pay."
4. **On-Call/Standby Pay:**  
New Section:  
"All employees required to be on-call/standby during off duty hours shall be compensated at the rate of one and one-half (1 ½) hours pay at the prevailing hourly rate for every eight (8) hours on standby/on-call or any part thereof."

5. Minimum Recall: Delete second, third, and fifth sentences of Section 18 and replace with the following:

"In the event an employee shall be called in for duty, including for any criminal court time, when he/she is scheduled to be off duty, the employee shall be entitled to a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) times his/her regular pay with full benefits'.

6. Sick leave: Increase sick leave entitlement to twenty-two (22) days per year

7. Vacation: Amend Section 11 as follows:

"Employees shall be permitted to carry over up to thirty (30) unused vacation days from year to year for future use or pay."

8. Death Benefit: New Section

"The family of an employee who dies in the course of employment shall be entitled to receive up to the sum of Five Thousand Dollars (\$5,000) for funeral expenses, including burial plot. The Village shall provide all health, hospitalization, dental and optical benefits/insurance coverage as stated in Section 21 of the Agreement to the surviving spouse until he/she remarries or dies, and to each dependent child up to the age of twenty-six (26), unless such child obtains health insurance from an employer with equivalent benefits."

9. Safety: New Section:

"Whenever a bargaining unit member is required to be the only police officer on patrol in the Village, he/she shall receive additional compensation of one-half (1/2) time pay for each hour so worked."

10. Leave of Absence: New Section

"An employee may take a leave of absence of up to six (6) months upon the birth or adoption of a child, said leave to accrue upon the cessation of any birth-related disabilities. An employee may elect to use any accrued leave time including, but not limited to, sick, vacation, compensatory, and personal time until it is exhausted. The remainder of the leave of absence shall be unpaid. During the unpaid portion of the leave, the employee shall continue to accrue seniority and receive medical, dental and optical benefits."

11. Work Weeks and Tours of Duty:

Amend Section 19 to reduce paybacks from eighteen (18) to twelve (12) days.

12. Grievance Procedure:

Amend Section 23 to provide that the arbitrator shall be mutually selected utilizing the list only service of the American Arbitration Association.

## Village Proposals

1. Wages:

a) Effective June 1, 2012, there shall be a 1% wage increase. Wages should be frozen from June 1, 2011 through May 31, 2013.

b) Effective June 1, 2013, wages shall be increased by 2%.

2. Health Insurance:

a) Effective June 1, 2012, all newly appointed bargaining unit members shall contribute 25% of the cost of their health insurance coverage.

b) Effective June 1, 2012, bargaining unit members hired prior to that date shall receive 100% of the premium in effect on May 31, 2012, but shall pay 50% the increase in the premium increase.

3. Death Benefit: As proposed by the Union, except modify second paragraph to provide that:

“The Village shall provide all health, hospitalization, dental and optical benefits as stated in Section 21 of the agreement on the same basis as is provided to retirees. This benefit shall be available until the surviving spouse and/or dependent children obtain comparable benefit from another source.”

### **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 Sessions conducted, the Panel deliberated on each of the outstanding issues carefully and fully considered all 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 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.

### **SUMMARY POSITION OF THE PARTIES**

It is well established that the comparable universe is limited to towns and villages on the East End of Long Island which have a police department. This determination of what comprises comparable entities has been consistently upheld by other interest arbitration panels determining East End Long Island police departments and their officers for comparisons of terms and conditions of employment due to their similar geographic size, proximity and population served, the nature of the geographic area and assessed valuation and the fact that the parties historically looked to other East End jurisdictions for comparison.

#### **Ability to Pay**

##### **Summary Position of the PBA**

The PBA relied on the testimony and financial report (PBA Exhibit # 9), of its financial expert witness, Allen Brawer, a Municipal Finance expert and managing member of the Policy Research Group LLC. His testimony and report (PBA Exhibit # 9), is that the Village clearly has the ability to pay for the PBA proposals. Mr. Brawer based his determination upon a number of

factors including, but not limited to, the Village's ability to raise taxes, issue debt, and re-prioritize budgetary expenditures. Mr. Brawer presented a report he prepared which demonstrated the Village's ability to pay for the PBA proposals. See PBA Ex. 9; October 18, 2013 Transcript ("Tr.") at 22. Mr. Brawer compared the Village's original budget with actual results, noting that the Village ended up with impressive surpluses of between \$31,000 and \$453,000 in the last five years. In 2013 in particular, the Village had a surplus of \$453,000, some of which was transferred to the following year and some of which was used to buy capital items that otherwise could have been used for wages. Tr. at 22:13-25. Mr. Brawer concluded: "this shows you in what good financial shape [the Village is]." TR. at 22:25, 23:2

Mr. Brawer also testified that Moody's investment service bond rating, an objective assessment, shows that "the Village has a moderately sized tax base supported by substantial wealth deriving from second homeowners, a moderate debt burden with rapid debt remuneration and stable finances characterized by healthy reserves." Tr. at 23:9-14; 27:17-22; see also PBA Ex. 9 at page 15. Mr. Brawer explained that Moody's assessment is an "objective review of how well off the Village is." Tr. at 27:16-24; see also PBA Ex. 9 at pg. 15. Mr. Brawer reasoned that the uncontroverted evidence demonstrates that the Village "is in good shape financially, and Moody's reiterates that point by saying that [the Village has] stable finances characterized by healthy reserves." Tr. at 23:16-19

Mr. Brawer further testified that one way to assess the Village's fiscal health is to examine its revenue sources – in this case, primarily from the real property tax. Tr. at 24. Mr. Brawer provided an overview of the Village's real property tax since 2008 and noted the annual rate of change in the taxable full value of property in the Village increased by an annual average of

3.34% between 2008 and 2012, and the full value tax rate went up 5.8% during the same time period. Tr. at 24-25; PBA Ex. 9 at pg. 5. Compared to the Villages of East Hampton, Southampton, Westhampton Beach, and Quogue, Sag Harbor is number two in the average change in full value during the ten year period between 2003 and 2012 (at 9.84% average annual change 2003 – 2012) which Mr. Brawer explained demonstrates the very decent economic environment. Tr. at 25:3-8; PBA Ex. 9 at pg. 6. The Village's strong and stable tax growth is likewise demonstrated by a comparison of overall real property tax rates with the comparable villages: Sag Harbor has the second highest overall full value tax rate. Tr. at 25:9-16; PBA Ex. 9 at pg. 7 and 8. A comparison of municipal (village) purposes real property tax rates also demonstrates Sag Harbor's strong financial base: Sag Harbor has the highest in comparison with the villages of East Hampton, Southampton, Westhampton Beach, and Quogue. Tr. at 25:16-18; PBA Ex. 9 at pg.9.

Another way to determine the Village's fiscal health is to look at its use of the State Constitutional Tax limit. The Village is currently using 13.48% of the tax limit, which gives them the ability to raise an additional 87% in taxes. Tr. at 25:23-25; PBA Ex. 9 at pg. 10. Since the tax base has been growing, the tax rates are low and the Village does not use much of its constitutional tax limit, there exists substantial potential to raise additional revenue through the real property tax if the Village wanted to needed to.

The Village's five year history of general fund fiscal operations also demonstrates the Village's positive financial position. In the last five years, the Village has always had a balanced budget and has had surpluses ranging from \$93,000 in 2009 to \$453,818 in 2013. Tr. at 26:5-25; PBA Ex. 9 at pgs. 11-12. For the fiscal year that ended May 31, 2012, the Village's general fund

was budgeted at a total cost of over \$6.4 million, 63.5% of which was comprised of real property tax revenue for an amount of over \$5.3 million. See PBA Ex. 9 at pg. 4. Therefore it is "very evident [that] they're budgeted on a very conservative basis." Tr. at 27:2-4.

Another indication of the Village's ability to pay for the PBA's proposals includes the New York State Comptroller's Fiscal Stress Monitoring System, a recent development by the State agency to independently measure various significant financial and economic indicators to determine a municipality's fiscal stress level. Tr. at 28:3-9; 21-25; 29:2; PBA Ex. 9A. The Comptroller's office analyzes local government financial indicators (such as year-end fund balance, operating deficits if any, cash position, use of short term debt, fixed costs) along with local government environmental indicators (such as population, property value, employment base, constitutional tax limit, and other factors) to generate a score to classify whether a municipality is in "significant fiscal stress," "moderate fiscal stress," is "susceptible to fiscal stress," or is "not in fiscal stress." Tr. at 30:5-20; PBA Ex. 9A at appendix A, pgs. 2-7. Using the State Comptroller's criteria, Mr. Brawer's analysis of Sag Harbor's financial and environmental indicators yielded a score demonstrating the Village is "not in fiscal stress." Tr. at 30:15-20; 47:22-25; 48:2-3; PBA Ex. 9A at appendix B. Compared to more than 900 municipalities that the State Comptroller has assessed in this fashion, the Village falls within the top 48% demonstrating that this is not a village in any financial distress or trouble. Tr. at 32:17-21; 33:11-12.

Mr. Brawer concluded that his assessment, Moody's rating, and the analysis using the State Comptroller's assessment criteria all clearly and irrefutably demonstrate that the Village is in solid financial shape. Tr. at 33. The question is not one of whether the

Village can afford to pay for the PBA's proposals, but rather "whether they want to spend the money for personnel costs." Tr. at 33:11-16.

### **Summary Position of the Village**

The Village relied on the testimony of Ann Marie Berg, the Commissioner of Finance for Westchester County, New York. Ms. Berg was previously the Comptroller for the Town of Eastchester and the Town of Mount Pleasant. She has a bachelor's degree in business administration, a Masters of Public Administration and a Masters of Educational Administration. She is a member and former President of the New York State Government Finance Officers Association, as well as numerous other organizations in the area of government finance.

Ms. Berg compared the per capita full value of real property for all towns and villages on the East End of Long Island. Per capita property wealth in Sag Harbor at \$860,378, is less than half of the East End average of \$1.86 million and significantly less than the levels of per capita real property wealth in each of the East End villages, namely East Hampton Village (\$5.2 million), Southampton Village (\$3.7 million), Quogue (\$3.4 million) and Westhampton Beach (\$1.7 million). Village 3, p.1. Even the towns of East Hampton, Southampton, and Shelter Island have greater per capita property wealth than Sag Harbor. The real property wealth in Sag Harbor is much more modest than in most end municipalities.

Ms. Berg testified "the Village is very heavily reliant on the tax levy", and that the trend since 2006 shows that the Village continues to be more reliant on the tax levy for revenues. Tr.87. 64% of the Village's revenues come directly from real property taxes on the Village's residents. Village 3, p.2. Increases in cost items such as wage increases, as well as growing costs

for health insurance and pension contributions, are borne largely by the Village's tax payers.

Over the same time period, the Village has seen noticeable decreases in other funding sources which are sensitive to economic conditions, including decreased mortgage tax revenues and interest and earnings income. Village 3, p. 3. The decline in mortgage tax revenues indicates that fewer homes are being sold or that the purchase prices of homes is not increasing. Tr. 89. The latter, interest and earnings income, is less than 1/100<sup>th</sup> of what it was 6 years earlier. Village 3, p.3. Finally Ms. Berg explained that interest and penalties on real property taxes have risen during this same period, indicating that more people are not paying their taxes on time, and therefore are paying interest or penalties on their taxes. Tr. 89. Thus, the taxpayers in the Village are not immune to the effects of the recession and difficult recovery. These items alone, which constituted 7.4% of the Village's revenues in 2006 made up a mere 2% of the Village's revenues in 2012. The reduction in mortgage tax and interest and earnings income, even when adding the increased interest and penalties on real property taxes resulted in a loss of nearly \$330,000 in revenues, or 3.9% of an \$8.5 million budget. Clearly the Village's taxpayers have been required to bear a greater share of the Village's budget. Tr. 90; Village 3, p.2-3.

Chapter 97 of the Laws of 2011 limits the amount by which local governments may increase the property tax levy by more than 2%, or the rate of inflation, whichever is lower. Village 3, p.6. For 2014, the inflation factor is less than 2%, AT 1.66%. Village 3, p.8. Ms. Berg testified that the State Comptroller adjusts the tax cap limits by the tax base growth factor. Tr. 90. A village such as Southampton Village, therefore, will receive a greater adjustment in its tax levy cap limit than will Sag Harbor Village, due to the significantly larger tax base increase in Southampton Village.

The Village's residents have not been immune to the effects of the recession. As the PBA's exhibits explain, the taxable full value of real property in the Village decreased each year from 2008 through 2012. PBA Ex. 9, p.5. These are the same residents who the PBA seeks to burden with additional tax obligations.

On the expenditure side, Ms. Berg discussed certain costs of the Village for police expenditures as a percentage of the Village's total General Fund expenditures, consisting of salaries, personal services, and contractual obligations and equipment purchase. Thus the total police budget, excluding health insurance, pension contributions, taxes and debt service, has increased by an average of 4.3% per year from FY 2006/07 through FY 2012/13, far faster than the rate of inflation, and faster than the growth in the Village's total expenditures during the same period, which have increased by an average of 3.1% per year since 2006. Ms. Berg explained that police personnel services alone have increased by an average of 4.9% per year since 2006, as compared to the 3.1% average annual increase in the Village's overall General Fund expenditures. Tr. 94.

In addition to skyrocketing health insurance costs, which are increasing each year many times faster than the rate of inflation, the Village's obligation for retiree health insurance benefits for both retirees and current employees who retire in the future continues to grow. Ms. Berg testified that Government Accounting Standards Board (GASB) Statement 45 now requires governments to account for and disclose the cost of retirement benefits, other than pensions, that it will be obligated to pay for retirees and active employees when they retire. Tr. 100-101; Village 3, p.17-23. By calculating the actuarial cost of accrued benefits, rather than merely accounting for the current year's health insurance costs on a pay-as-you-go basis, municipalities

must confront the enormity of the post-employment health insurance obligations that they have assumed on behalf of their employees and former employees. Tr. 100. This is not a future cost; it is a snapshot of the municipality's present obligation for retiree health insurance benefits for all retirees on the plan and for all active employees when they retire. These are obligations that the Village already has incurred (See Village 3, p.23).

The Village has a GASB Rule 45 Statement prepared in October 2013. While the Village's actual contributions for retiree health insurance in 2013 amounted to \$392,258, the Village's net liability for post-retirement benefits other than pensions (i.e., retiree health insurance) are \$5.8 million. Village 3, p.27. The cost of providing retiree health insurance has accurately been compared to an iceberg. Village 16. The danger is what lies beneath the surface.

In addition to health insurance cost increases, the Village's pension contribution to the retirement system has been growing uncontrollably. From 2007 through the present, the Village's pension contribution rates for police officers have increased from 15% of salary to more than 27% of police salaries. The Village's contribution toward the Police and Fire Retirement System alone, excluding contributions to the State Retirement System for non-police and non-fire employees, has increased from \$163,389 to \$423,023 since 2007. This is an increase of 161%, or an average increase of 20% per year.

The Village's costs for police health insurance and pension contributions have been increasing dramatically and rapidly each year. While the Village's total expenditures have increased by about 3.1% per year since 2006, police contributions have grown by approximately 20% per year since 2006, and health costs have grown by nearly 6.6% per year. Combined, the Village's health insurance and pension costs have increased by 83% from 2006 through 2012, or

by an average of approximately 13.8% per year. Village 3, p.32. The rate of increase in the Village's costs for these items has grown at a far greater rate than the cost of inflations, and faster than the rate of growth in the Village's total revenues. In fact, 32% of the Village's expenditures in FY 2012/13 were attributable to employee health insurance and pension benefits, up from 24% in FY 2006/07.

The Village's expenditures for compensation and benefits, including police salary and employee pension and health insurance costs, are consuming an increasing share of the Village's expenditures (see Village 3, p.9 and 32), even as the police force has decreased from a Police Chief and 12 sworn full-time police officers to the Chief and 10 sworn full-time officers. Tr. 12-13. During Fiscal Year 2013, the police force was reduced by two members.

## AWARD

### **Section 16 – Base Pay**

The salaries set forth in Section 16 of the CBA shall be increased "across the board" as follows:

Effective Date	Amount of Increase
9/1/2011	2.50%
6/1/2012	2.50%

### **Discussion and Analysis**

The Chair submits the heart of any economic package is primarily the wage determination. It is the largest cost item for the Village. It is the most significant term of



**Section 16 B – Longevity**

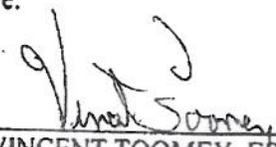
The longevity entitlements as set forth in Section 16B of the CBA shall be amended as follows:

	<b>Effective June 1</b>	
	<b>2011</b>	<b>2012</b>
Upon completion of the fifth (5 <sup>th</sup> ) year through the completion of the seventh (7 <sup>th</sup> ) year of service	\$2,475.	\$2,600.
Upon completion of the eighth (8 <sup>th</sup> ) year through the completion of the ninth (9 <sup>th</sup> ) year of service	\$2,825.	\$2,950.
Upon completion of the tenth (10 <sup>th</sup> ) year through the completion of the fourteenth (14 <sup>th</sup> ) year of service	\$3,925.	\$4,150.
Upon completion of the fifteenth (15 <sup>th</sup> ) year through the completion of the nineteenth (19 <sup>th</sup> ) year of service	\$4,425.	\$4,650.
Upon completion of the twentieth (20 <sup>th</sup> ) year through the completion of the career	\$5,075.	\$5,300.

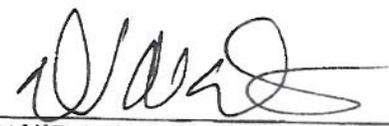
**Discussion and Analysis**

The Panel has determined that a modest increase to the total amount being paid for longevity entitlement is warranted, and reflective of other comparable police settlements. Based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post hearing briefs, the Panel awards the above.

  X                    
 CONCUR    DISSENT

  
 \_\_\_\_\_  
 VINCENT TOOMEY, ESQ.      DATE 8/7/14  
 EMPLOYER PANEL MEMBER

  X                    
 CONCUR    DISSENT

  
 \_\_\_\_\_  
 DAVID A. DAVIS, ESQ.      DATE 8/7/14  
 EMPLOYEE PANEL MEMBER

**Section 11 Vacation**

Amend Section 11 as follows:

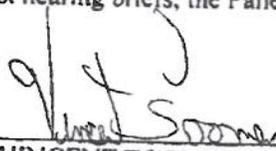
Effective 6/1/2015, employees shall be permitted to carry over up to twenty-five (25) unused vacation days from year to year for future use or pay.

**Discussion and Analysis**

The Panel has determined that the PBA presented a competent position regarding the ability to carry over vacation days. Based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post hearing briefs, the Panel awards the above.

X  
CONCUR                
DISSENT

X  
CONCUR                
DISSENT

  
\_\_\_\_\_  
VINCENT TOOMEY, ESQ.      8/17/14  
EMPLOYER PANEL MEMBER      DATE

  
\_\_\_\_\_  
DAVID A. DAVIS, ESQ.      8/7/14  
EMPLOYEE PANEL MEMBER      DATE

**Death Benefit – New Section**

Upon the issuance of this Award add new section as follows:

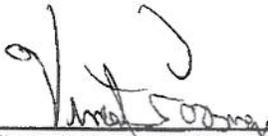
The family of an employee who dies in the course of employment shall be entitled to receive up to the sum of \$5,000.00 for funeral expenses, including burial plot. The Village shall provide all health, hospitalization, dental, and optical benefits / insurance coverage as stated in Section 21 of the Agreement to the surviving spouse until he / she remarries or dies, and to each dependent child up to the age of twenty-six (26). This benefit shall be available unless the

surviving spouse and or dependent children obtain comparable benefits from another source.

**Discussion and Analysis**

The Panel has determined that given the nature and risk to this occupational group, it proves necessary based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post hearing briefs, to award the above.

X \_\_\_\_\_  
CONCUR DISSENT

  
\_\_\_\_\_  
VINCENT TOOMEY, ESQ. DATE 8/7/14  
EMPLOYER PANEL MEMBER

X \_\_\_\_\_  
CONCUR DISSENT

  
\_\_\_\_\_  
DAVID A. DAVIS, ESQ. DATE 8/7/14  
EMPLOYEE PANEL MEMBER

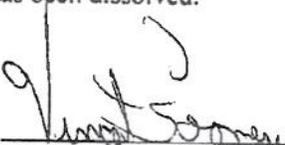
**Section 23 – Grievance Procedure**

Effective upon the issuance of this Award Section 23 shall be amended to provide that the Arbitrator shall be mutually selected utilizing the List Only Service of the American Arbitration Association.

**Discussion and Analysis**

The Panel grants the change in the language of the parties' grievance procedure upon the information that the Suffolk County PERB has been dissolved.

X \_\_\_\_\_  
CONCUR DISSENT

  
\_\_\_\_\_  
VINCENT TOOMEY, ESQ. DATE 8/7/14  
EMPLOYER PANEL MEMBER

X \_\_\_\_\_  
CONCUR DISSENT

  
\_\_\_\_\_  
DAVID A. DAVIS, ESQ. DATE 8/7/14  
EMPLOYEE PANEL MEMBER

**Health Insurance**

Effective upon the issuance of this Award, all newly appointed bargaining unit members shall contribute 15% of the cost of their health insurance coverage.

**Discussion and Analysis**

Due to the extraordinary increases in health insurance premiums, the Panel finds the concept of non-contributory health insurance is obsolete. And there is a clear trend to require police officers to begin to contribute in some manner towards the overall costs of health insurance coverage. The Panel believes such a change begins with newly hired police officers.

X      \_\_\_\_\_  
CONCUR    DISSENT

\_\_\_\_\_      X  
CONCUR    DISSENT

[Signature]      8/7/14  
VINCENT TOOMEY, ESQ.      DATE  
EMPLOYER PANEL MEMBER

[Signature]      8/7/14  
DAVID A. DAVIS, ESQ.      DATE  
EMPLOYEE PANEL MEMBER

**Duration of Award**

In accordance with the law, the Panel's maximum duration for an Award is two (2) years, for the period of June 1, 2011 through May 31, 2013. Based on the foregoing, The Panel's Award is for the period June 1, 2011 through May 31, 2013.

X \_\_\_\_\_  
CONCUR DISSENT

[Signature] \_\_\_\_\_  
VINCENT TOOMEY, ESQ. DATE 8/7/14  
EMPLOYER PANEL MEMBER

X \_\_\_\_\_  
CONCUR DISSENT

[Signature] \_\_\_\_\_  
DAVID A. DAVIS, ESQ. DATE 8/7/14  
EMPLOYEE PANEL MEMBER

**Retroactivity and Implementation of the Award**

The Panel awards retroactivity back to June 1, 2011 to any individual who worked during the period of this Collective Bargaining Agreement. The retroactivity shall be paid to each individual no later than 30 calendar days following the date of execution of this Award by the Panel Chairperson. The Panel retains jurisdiction until the payment of retroactivity and the implementation of this Award is completed as set forth here.

X \_\_\_\_\_  
CONCUR DISSENT

[Signature] \_\_\_\_\_  
VINCENT TOOMEY, ESQ. DATE 8/7/14  
EMPLOYER PANEL MEMBER

X \_\_\_\_\_  
CONCUR DISSENT

[Signature] \_\_\_\_\_  
DAVID A. DAVIS, ESQ. DATE 8/7/14  
EMPLOYEE PANEL MEMBER

**SUMMARY OF OTHER ISSUES**

As stated herein, those demands submitted by the parties that are not specifically addressed and contained in this Award were also carefully considered by the Panel, but are rejected, and therefore no award is made on those matters.:

X \_\_\_\_\_  
CONCUR DISSENT

Vincent Toomey  
VINCENT TOOMEY, ESQ. DATE 8/7/14  
EMPLOYER PANEL MEMBER

X \_\_\_\_\_  
CONCUR DISSENT

David A. Davis  
DAVID A. DAVIS, ESQ. DATE 8/7/14  
EMPLOYEE PANEL MEMBER

**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  
ROGER E. MAHER  
Public Panel Member and Chairman

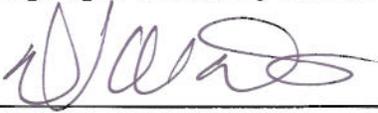
Dated: 8-6-14

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.

Vincent Toomey  
VINCENT TOOMEY, ESQ.  
Employer Panel Member

Dated: 8/7/14

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.



DAVID A. DAVIS, ESQ.  
Employee Panel Member

Dated: 9/2/14

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