

STATE OF NEW YORK
EMPLOYMENT RELATIONS BOARD
Case No. IA 59 M78-101

RECEIVED
MAY 4 - 1979
CONCILIATION

In the Matter of the Arbitration between the
TOWN OF RIVERHEAD, NEW YORK
and
RIVERHEAD POLICE BENEVOLENT ASSOCIATION, INC.

OPINION OF
CHAIRMAN OF
PUBLIC
ARBITRATION
PANEL

Pursuant to the provisions of the Civil Service Law, Section 209.4, Harold Newman, Chairman of the Public Employment Relations Board designated the following individuals on August 22, 1978 to serve as a Public Arbitration Panel in this proceeding:

- Thomas F. Carey, Public Panel Member & Chairman
- Richard J. Carey, Employer Panel Member
- Richard Von Voight, Employee Organizational Panel Member

The Panel was charged by Section 209.4 to heed the following statutory guidelines:

(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 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.

BACKGROUND

The Town of Riverhead is located in eastern Suffolk County, Long Island approximately 75 miles east of Manhattan. It is bounded on the west by the Town of Brookhaven; on the north by Long Island Sound; on the east by the Town of Southold and on the south by the Peconic River and Great Peconic Bay. The Town was established in 1792 and has a currently estimated population of 21,400, and a land area of 68.2 square miles.

While farming remains as one of the major industries in the Town other industries such as aviation and electronics plants, food processing plants, professional and service industries and federal, state and local agencies have gained in importance. The farms supply potatoes, cauliflower, cabbage, ducks and other produce. Riverhead produces more than 50% of the ducks consumed in the United States. By far, the major industry in the Town is the Grumman Aerospace Corporation located in Calverton. The plant is used for the assembly and testing of modern fighter-bombers. The airfield is capable of

handling the most modern large jet aircraft.

The City maintains a fully paid police department. The bargaining unit is composed of approximately 47 members consisting of patrolmen, sergeants and lieutenants.

The most recent Agreement between the Parties covered the period from January 1, 1978 to December 31, 1978.

PROCEDURES

The Panel conducted its hearings in Riverhead, New York from September 1978 through January 1979. The Employer and the Employee Organization were present and they were afforded full opportunity during these hearings to present evidence, witnesses, and argument in support of their respective contentions.

The Public Arbitration Panel accepted into evidence over 146 exhibits from the PBA and over 144 exhibits from the Town. These submissions, plus extensive testimony and documentation when coupled with a 714 page transcript represent the entire official written record of the instant proceedings.

The Parties had previously agreed to several contract modifications prior to the beginning of the hearings. These issues related to death leave, personnel items, sick leave while on vacation, the police boat, standby and recall. All these issues were bilaterally resolved.

After the closing of the hearings the Panel met in several executive sessions in both Riverhead and Jericho and deliberated on each of the twenty (20) remaining issues, which were all of the issues presented to it in either the Petition For Compulsory Interest

Arbitration filed by the Employee Organization or in the contract modifications sought by the Town. The results of these deliberations are contained in the Award issued by the Panel on April 10, 1979. The Panel was unable to reach unanimous agreement on any of the issues it was charged to arbitrate. Mr. Richard Carey, the Employer Panel Member, and Mr. Von Voight, the Employee Panel Member, were unable even after thoughtful discussion and review, to agree on any open issues. However, the Chairman would like to commend both of these gentlemen for the diligent and perceptive manner in which they fulfilled their responsibilities.

In reaching our conclusions, the Panel has been bound by the standards mandated by Section 209.4 (c) (v) of the Taylor Law with particular emphasis given to comparison of wages, hours and conditions of employment, ability to pay, overall costs and the C.P.I. Pursuant to sub-paragraph (d) of the cited section, the Panel took into account the Taylor Law's strong policy to encourage Parties to negotiate. Unfortunately, even after long, intense discussions, the advocate members could not find areas of agreement and consensus that they could both endorse. But try they both did. Honest differences existed that could not be bridged.

GENERAL PROCEDURES

1) All requests for economic improvement were evaluated in accordance with the testimony, argument and data submitted, and weight was given, in addition to other criteria, to salaries, benefits and contract settlements in comparable communities; salary improvement for other Town employees; changes in the Cost of Living; the financial position of the Town and the ability of the Town to pay.

2) In those impasse issues, where one Party requested a change in wording of a previously negotiated and accepted non-economic contract provision in the existing contract and the opposing Party insisted on the status quo, the Panel, in addition to other criteria, has sought to determine from the evidence submitted the extent to which: (a) the Party requesting the change has been harmed by the inclusion of that provision in the contract, or (b) the Party resisting the change has been abusive of the privileges afforded to it by said clause.

3) In those impasse issues, where one Party requested the inclusion of a new contract provision and the other Party opposed it, the Panel, in addition to other criteria, has sought to determine from the evidence submitted the extent to which: (a) the Party requesting the inclusion has been handicapped by its omission, or (b) how the Party resisting would be harmed by its inclusion.

We have in the Award of the Panel reshuffled benefits proposed by the Parties on both sides generally within the structure of the Presidential Guidelines for the two (2) year period to improve the impact of the settlement on both management and labor. Accordingly, in some cases we have granted a modified benefit to employees. In

other cases, we have counteracted such increases by either decreasing money or fringe benefits or by providing additional productivity privileges to the employer.

In addition, we have acted pursuant to our authority under the Taylor Law to include in this award contract provisions for the year January 1, 1979 through December 31, 1980. In generating our Award for the second year we have considered the entire record before us.

ABILITY TO PAY

The Town of Riverhead faces many of the fiscal problems confronting most municipalities. The testimony of the Town Supervisor identified a wide range of these areas but also noted some of the unique problems of the Town when he reported:

This particular community has an inordinate amount of exempt properties. The most graphic example that I can demonstrate is with reference to the several farm land programs that are extant in this community, the first was called the individual commitment program, the second is the Suffolk County Farm Land Acquisition Program and the third which is yet to hit us, but is proposed, is called the Agricultural Districting Plan. What these plans do is they say that although the land exists, it may be only taxed at certain levels.....So we can find we can collect for it only to find that the same has been sterilized by one of these programs.....The parcels in red are actually owned by the County of Suffolk. They have purchased the development rights to those parcels and for all time those will remain static. I would give you an example of the complexion between our master plan and these programs. At Fresh Pond Road, the Manor Line, where it is zoned industrial but because of the action of the County of Suffolk, it is in fact changed to farm land. The green parcels scattered are individual commitment parcels and may only be taxed at

certain exempt levels. The last color is the blue color which is the parcels which have been offered in Round Two of the Suffolk County Program and if Round Two goes, those parcels will all be removed from our tax base. The ones -- green -- that are in the individual commitment program and are being offered into the Second Round of the Suffolk County Program.... What I have not depicted on this map, but is the fact, that here sits the government property that you call the Grumman facility. That is owned by the United States Navy but for payments in lieu of taxes, there is the New York State Wildwood Park, off the roll, the shore front which would normally be a high value property, along the river is County Park. There are other County park lands throughout the community. What I am attempting to convey is that we have had some success in our community development efforts and by cooperation with the Town Board, we had Northville Industries make a massive expansion of their facility and added to our tax roll in one rate five hundred forty-four thousand dollars plus an assessed valuation, the effect is negligible because while we are adding the industrial development on the one side, the agricultural districting law and other laws are removing it from the tax base as fast as we can get it on.... For instance, we have more mobile home units in this particular community than the other nine towns put together. Many of these units are owned, leased by senior citizens.....These are all parcels, exemptions which give the Town of Riverhead wholly one third of its potential tax base as exempt.....There are similarly programs that are being mandated. We are mandated to within a very short period of time to treat scavenger waste, which is cesspool waste. The State of New York and Government has passed different rules and regulations, we can no longer but scavenger waste into the ground.

The problems of maintaining a stable tax base are real. However, one of the true barometers of a municipality's fiscal stability is its ability to borrow. The Town reports that it is in "very good shape on the general term (sic) base." In regard to whether or not it has reached its tax limitations, the Town indicates it "has not reached that level." Concerning tax defaults, the Town reported that the collection of taxes is done under the Suffolk County Tax Act and

the Town is paid for any arrears. The Town did report, however, that it does have the lowest per capita income. Although having some fiscal constraints, the Town is fiscally healthy and stable.

COST OF LIVING/PRESIDENTIAL GUIDELINES

The current report from the Bureau of Labor Statistics indicates that the latest regional CPI increase is the largest in over three (3) years. The B.L.S. reports:

The 7.5 percent over the year rise in consumer prices was more than one and a half times the 4.8 percent increase in the previous year and the largest since July 1975. Much of the upward pressure was due to acceleration in food price increases as well as in housing and transportation.

Seasonally adjusted, the CPI was up 0.8 percent in February following a 1.1 percent jump in January. These rises compared unfavorably with increases of 0.3 percent in December and November. In October the index was up 0.8 percent.

The CPI had surged at an annual rate of 11.3% since December-- exploding at a 15.4% pace in February alone. This is twice what the administration had forecast for all of 1979.

Nonetheless, the Presidential Wage and Price Guidelines of 7% do provide some parameters that needed to be considered by the Panel.

COMPARABILITY

The P.B.A. in the course of its testimony contends that: there has been, in years past, a tandem relationship that existed between the Riverhead Town and the County of Suffolk in all areas, wages, fringe benefits, clothing. In 1974, Suffolk County followed Nassau County and the Nassau County Villages and the western Suffolk

County jurisdictions followed suit, in the areas of work schedule and related fringe benefits, as well as wages. Riverhead at that time did not follow the same changes which had occurred in these other jurisdictions. The PBA asserts the Town cannot show any changes or any difference in the work product of the Riverhead Police Officers, as compared to the Suffolk County Police Officers or to Nassau County, or to the western Suffolk County jurisdiction. It should be noted that Eastern jurisdictions are traditionally behind Suffolk County.

The PBA contends that comparability by its very nature means the same amount of wages for the same number of days. The PBA notes that Riverhead is now working twenty-four (24) more days, or a total of one hundred ninety-two (192) hours more than Nassau and Suffolk County, and the western Suffolk jurisdictions. The eastern Suffolk jurisdictions have moved from a position of far from below to ahead of Riverhead. Riverhead is close to being one of the lowest paid major police jurisdictions. Riverhead is indeed a major police force and one that, the PBA sought to show through statistics, rebuts "the presumption that might be determined from a lesser benefit basis that they are working less."

The PBA contends that they now find themselves, if one includes the work schedule and related benefits, night differential, vacation, et cetera, in a position of being some six to seven thousand dollars behind Suffolk County, Nassau County and the western Suffolk County jurisdictions. They also note where they were previously several thousand dollars ahead of other eastern jurisdictions that these jurisdictions have now moved to a point where they are ahead.

The PBA asserts "that you cannot have a principal employer, such as Suffolk County, and have a Riverhead Police Department which

is picked from the same list with the same requirements, which is trained in the same police academy, and which receives in-service training at the same police academy treated and paid differently."

The Town urges that by all comparisons Riverhead should be compared to the five (5) Eastern Suffolk police jurisdictions rather than to those to the West.

The approaches suggested by both Parties dramatizes the dilemma. They reveal some significantly lower level of terms and conditions of employment for the Riverhead police officer. To seek to address and correct all of them in a single contract would be fiscally irresponsible. To ignore the deficiencies would be to unjustly deny equity to Riverhead police officers some reasonable, comparable compensation. The adjustments sought, however justified, could and should be accelerated through joint negotiation. We urge this approach. The interest arbitration route is not a quick cure-all for inequities that past collective bargaining efforts have created.

An objective analysis of the data reveals that Riverhead police at \$18,715 are paid significantly lower than the \$21,000 for Suffolk County police to the west and somewhat less than the \$19,000 for Southold, and the \$19,266 for Southampton police to the east. Suffolk County police work twenty-four (24) days a year less, while Southold police work eleven (11) days less than do the Riverhead police.

These disparities are the result of prior collective bargaining by the Parties and should properly be rectified and/or adjusted through negotiations at the table and by the Parties themselves. This Award can and does seek to address the legitimate demand of the PBA to at least keep pace with their fellow officers in the region. In a period of fiscal constraints it cannot be the vehicle for "catch

up" or to correct the fiscal problems caused by prior negotiations.

CONCLUSION

The Award addresses what the Panel perceived as the critical issues in the impasse. Based upon the various factors which Section 209.4 charged the Panel to consider, it is my opinion that the Award of the Panel is fair, equitable and warranted by the evidence presented at the Arbitration hearings.



THOMAS F. CAREY
Chairman
Public Panel Member

The undersigned Arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, and having duly heard the proofs and allegations of the Parties, hereby make the following

A W A R D

The terms and conditions of employment specified as "not agreed upon" in the petition for Compulsory Interest Arbitration filed by the Association are decided as follows:

ISSUE #1 - Equipment AllowanceA. Position of the Association

Employees to receive an equipment allowance of four hundred (\$400.00) dollars.

B. Position of the Town

The Town opposes any change in the current allowances for equipment.

C. Determination

All economic issues other than the wage package have been deferred. Available funds are to be allocated to the "wage package" which includes wages, holiday pay, and night differential.

ISSUE #2 - Night DifferentialA. Position of Association

The PBA seeks a night differential of \$1200 paid quarterly. All patrolmen who work rotating tours from 4 p.m. to 12 a.m. and 12 a.m. to 8 a.m. would be eligible.

B. Position of Town

The Town opposes the introduction of such a new benefit.

C. Determination.

At the present time no such benefit is paid to the River-head police officer. Shift differentials are paid in Nassau and western Suffolk jurisdictions usually at the \$1200 level. Some recognition is warranted but the overall limits of wage settlement dictate a more modest adjustment at this time. East Suffolk jurisdictions do not pay differential. It is DETERMINED that effective 1/1/80 all Police Officers working the 4 to 12 and/or the 12 to 8 shifts will be paid an annual amount of \$200.00.

ISSUE #3 - Sick Leave (PBA #3, Town #5)

A. Position of the Association

An employee shall be entitled to eighteen (18) sick days per year to be credited in full as of January 1 of each year. Total maximum of three hundred sixty (360) days can be accumulated, with payment in full on retirement and these amounts can be pro-rated if an early retirement resulted.

B. Position of the Town

The Town demands the re-opening and re-negotiation of this Article in relation to sick leave. The Town seeks safeguards against the abuse of sick leave.

C. Determination

Data submitted by the Town during the hearing indicates a sharp increase in both the number and percentage of sick leave days that are taken. In an effort to address the sick leave increase and at the same time recognize those who do not abuse the benefit, it is DETERMINED:

After three absences (call in sick) in any calendar year, the Town has the right to investigate and/or demand a doctor's note. Any Officer with no sick leave taken in any calendar year will be granted two (2) R.D.O. (regular day off) in the following calendar year.

ISSUE #4: VacationsA. Position of Association

One (1) to five (5) years of continuous service--
 twenty-one (21) working days.
 Five (5) to ten (10) years of continuous service--
 twenty-seven (27) working days.
 Ten (10) to fifteen (15) years of continuous service--
 twenty-eight (28) working days.
 In excess of fifteen (15) years -- thirty (30) working days.

B. Position of Town

The Board opposes any modification in this clause or
 increase in vacation benefits.

C. Determination

The evidence is not sufficiently persuasive to warrant
 a change at this time.

ISSUE #5 - Wage IncreaseA. Position of Association

Twenty (20%) percent increase over a two (2) year period.

B. Position of Town

The Town proposes a freeze on wages.

C. Determination

Increase in salary of 3.5% on each position, effective
 each 6 months. Dates increase to apply are 1/1/79, 7/1/79,
 1/1/80 and 7/1/80.

<u>Position</u>	<u>Present</u> <u>12/31/78</u>	<u>Revised Salary (Estimated)</u>			
		<u>1/1/79</u> (plus 3.5%)	<u>7/1/79</u> (plus 3.5%)	<u>1/1/80</u> (plus 3.5%)	<u>7/1/80</u> (plus 3.5%)
5 Yr. Patrolman	\$18,716	\$19,371	\$20,049	\$20,751	\$21,477
10 Yr. Patrolman*	19,464	20,145	20,850	21,580	22,335
10 Yr. Sgt.*	21,670	22,428	23,213	24,025	24,866
15 Yr. Lieut.*	23,424	24,244	25,093	25,591	26,880

*(includes longevity)

The schedule as awarded represents base wage adjustments over the two (2) years of the contract as follows:

	<u>1979</u>	<u>1980</u>
5 Yr. Patrolman	plus \$1,333	plus \$1,428
10 Yr. Patrolman	" 1,386	" 1,485
10 Yr. Sgt.	" 1,543	" 1,653
15 Yr. Lieut.	" 1,669	" 1,787

It must be noted, however, that while the "base rate" is adjusted as indicated, the actual payment to the officer and the resultant cost to the Town is somewhat less. The six (6) month cycle reduces the impact in any given fiscal year.

ISSUE #6 - Holiday Pay

A. Position of Association

For an employee who actually works on a day observed as a holiday and which is his regularly scheduled work day, his compensation shall include, in addition to his regular day's pay and holiday pay, an additional one-half (1/2) day's pay.

B. Position of Town

The Town proposes no change.

C. Determination

Effective 1/1/80 each Police Officer who works on a designated holiday, as listed in Article IV of the present contract, will be paid an additional 1/2 day's pay. Payment to be made on the previously designated schedule cited in ISSUE #5 above.

ISSUE #7 - Clothing AllowanceA. Position of Association

For employees assigned to buy clothes, four hundred (\$400.) dollars per year.

B. Position of Town

The Town opposes any change in the current clothing allowance.

C. Determination

See ISSUE #1.

ISSUE #8 - Dental PlanA. Position of Association

The Town shall contribute three hundred (\$300.) dollars a year per employee towards the premiums of a dental plan. Employees and their families shall be included in this plan.

B. Position of Town

The Town maintains that the Dental Plan is a cost item and opposes its introduction.

C. Determination

See Issues #1 and #7.

ISSUE #9 - Basic Work Week and Tour of DutyA. Position of Association

All employees who work a three (3) tour rotating schedule, shall have their schedule rotated as follows: Five (5) eight (8) hour days on duty, a seventy-two (72) hour swing; five (5) eight (8) hour days on duty, a seventy-two (72) hour swing; four (4) eight (8) hour days on duty, which

shall be the midnight tours, ninety-six (96) hour swing. The PBA maintains the proposed "4/96 chart" is common practice for all Nassau and Suffolk County police officers as well as for officers in most other jurisdictions in Nassau County, Amityville and Northport.

B. Position of Town

The Town opposes any adjustment in the work week and tours of duty claiming that scheduling the force is a management prerogative and it would require additional men to implement.

C. Determination

The Riverhead police officer works 256 days and 2048 hours a year. His fellow officers in the jurisdictions cited above usually work only 232 days and 1856 hours a year. By comparison the Riverhead officer thus works 24 more days and 192 more hours a year more than his counterparts. Even when one looks at other East End jurisdictions, only the Town of East Hampton officers work only 245 days or 11 days less than Riverhead officers.

The work week and duty chart are critical issues to both the PBA and the Town. The Panel spent long hours and days seeking to find a mutually acceptable solution. Both advocate members took several proposals and variations of proposals back to their constituents for consideration. One proposal would have had the officers working the same hours annually but increase the length of the tour and reduce the number of days worked to the more conventional 232 days. Unfortunately, the reorganization it would have

required was unacceptable.

The basic problems with addressing the duty chart as proposed by the PBA in the arbitration forum are twofold. First, as an economic benefit it represents a 9.3% cost factor which would impact and seriously erode the wage package. Second, in those jurisdictions who do have the "4/96 Chart" it was usually achieved through negotiations and mutual assent. It is for these two reasons that the Chairman of the Panel remands the issue of the duty chart back to the Parties for negotiation for future contract deliberations.

However, the Panel is cognizant of the current practice of picking R.D.O.s that limit the ability of the more junior officer to have any extended time off between shifts. Such a junior officer must now pick a mid-shift tour and this appreciably limits the duration and quality of any time off. Accordingly, the Panel DETERMINES:

Police Officers on shift schedule may pick R.D.O. on the first or last day of each shift. No double R.D.O. pick allowed on the 4 to 12 shift. No personal leave day allowed when double R.D.O's exist.

ISSUE #10 - Overtime/Recall (PBA #10, Town #1 & #2)

A. Position of Association

The PBA proposes that over time for detectives be consistent with other officers.

B. Position of Town

The Town proposes:

1. For court time, reduce minimum to 2 hours.
2. All time for detectives, reduce to 2 hours.
3. The "applicable overtime rate" should be clarified to mean time and one-half of the regular base hourly pay.
4. Overtime would accrue after the first 15 minutes of service beyond the regular duty tour of 8 hours.
5. At the option of the Chief of Police, and in lieu of recall time, court time, or overtime, the Chief may grant compensatory time equal to the additional hours worked. Said time to be granted within 45 working days of the date of the recall time, court time, or overtime.

C. Determination

The Panel DETERMINES:

Overtime to be calculated on the current wage base, but the longevity part of that base, be frozen at the 12/31/78 longevity position.

There will be no other change in the current recall and overtime provisions.

ISSUE #11-12 - Longevity and Retirement

A. Position of Town

The Town demands that a new paragraph be added to the effect that any member of the Unit serving beyond his or her twentieth (20th) year, shall serve at the pleasure of the Town Board.

The Town demands a new paragraph to the effect that longevity shall be excluded from every other rate of compensation.

B. Position of Association

The Association rejects the proposals of the Town and questions the legality of the retirement proposal.

C. Determination

The Panel is not sufficiently persuaded of the need for such changes and the proposals are rejected.

ISSUE #13 - Firearms Qualifications

A. Position of Town

The Town additionally proposes that each member qualify with all firearms available to the Riverhead Police Department semi-annually. The standard for qualification and weapons tested shall be selected by the Chief of Police at his discretion. Upon failure of any weapons test, any subsequent testing shall not entitle the member to any additional compensation.

B. Position of Association

The PBA rejects the proposal and notes that no jurisdiction makes its employees qualify with their firearms on the employee's own time.

C. Determination

At the present time access to a firing range is quite limited. If the Town feels that periodic qualifying with firearms is essential, it should provide a facility and the time for such an activity. The proposal is rejected.

ISSUE #14 - Physical QualificationA. Position of Town

A new Article requiring each member of the Unit to submit to an annual physical examination by a physician was to be selected by the Town Board. Any member so examined and who, in the opinion of the examining physician, shall be found to be physically unfit to perform the duties of a police officer, shall be subject to Sections 75 and 76 of the Civil Service Law.

B. Position of Association

The PBA asserts that in regard to the Town's proposal of annual qualifying physical examinations, and removal or other disciplinary action pursuant to Section 75 and 76 of the Civil Service Law; no case has ever been brought, and no case is apparent, wherein an action was brought against an officer for being physically unfit. The Association argues it is also highly unlikely that such an action could be maintained successfully.

C. Determination

It is the DETERMINATION of the Panel that all employees with ten (10) years service must submit to an annual physical examination by a doctor designated by the Town. Both the employee and Town to receive a written report of this examination. Payment for the examination is the responsibility of the Town.

ISSUE #15 - Residency RequirementA. Position of Town

The Town demands that the Unit join with the Town Board as a party-plaintiff or sponsor of any request by the Town Board and/or any litigation begun by the Town Board to compel the Suffolk County Department of Civil Service and/or other applicable agency or persons to permit the Town Board of Riverhead to hire from a Civil Service List, limited to qualified persons residing within the jurisdictional bounds of the Town of Riverhead.

B. Position of Association

The Association rejects the proposal and notes that no jurisdiction in Nassau or Suffolk has a residency requirement.

C. Determination

As with the Duty Chart, a residency requirement is a matter that should be negotiated by the Parties. Based upon the evidence before us the Panel is not sufficiently persuaded of the need and the proposal is rejected.

DURATION

The Panel DETERMINES that the contract shall be effective from January 1, 1979 and shall be in effect until and including December 31, 1980.

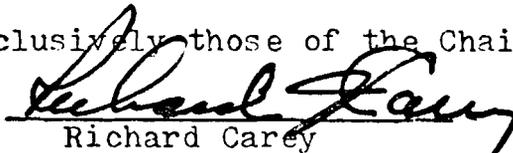
RETROACTIVITY

DETERMINATION: The terms and conditions of the previous contract not already changed by the Parties or changed by the AWARD shall continue in force. All benefits pertaining thereto shall be retroactive for the period stipulated under "Duration" cited above.



Thomas F. Carey
Public Panel Member
and Chairman

I concur with the Awards made. The language and rationale for each Determination, however, are exclusively those of the Chairman.



Richard Carey
Employer Panel Member

For the PBA, I dissent from the DETERMINATIONS and the Award.

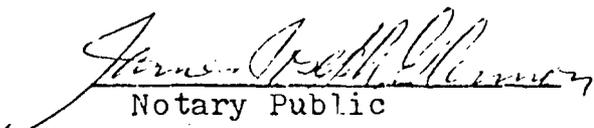


Richard Von Voigt
Employee Panel Member

DATED: April 16, 1979

STATE OF NEW YORK)
COUNTY OF NASSAU) ss-

On this 10th day of April, 1979 before me personally came and appeared THOMAS F. CAREY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same


Notary Public

JAMES JOSEPH GLENNON
NOTARY PUBLIC, State of New York
No. 30-6543135
Qualified in Nassau County
Commission Expires March 30, 1980

STATE OF NEW YORK
COUNTY OF SUFFOLK

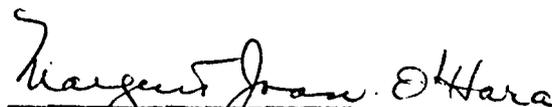
On this 30 day of April, 1979 before me personally came and appeared RICHARD CAREY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


Notary Public

MARGARET JEAN O'HARA
NOTARY PUBLIC, State of New York
No. 52-127600
Qualified in Suffolk County
Commission Expires March 30, 1981

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this 30th day of April, 1979 before me personally came and appeared RICHARD VON VOIGHT, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


Notary Public

MARGARET JEAN O'HARA
NOTARY PUBLIC, State of New York
No. 52-127600
Qualified in Suffolk County
Commission Expires March 30, 1981

