

The parties are signatories to an Agreement which expired on May 31, 1988. Negotiations and mediation efforts for a successor agreement were unsuccessful, whereupon the PBA demanded Interest Arbitration pursuant to the Taylor Law and the rules and regulations of the Public Employment Relations Board.

Hearings were held on April 5, 1989, May 11, 1989 and June 9, 1989. In addition an executive session was held on July 24, 1989.

The parties have given the Panel the authority to render an award covering a three year period. In addition, to expedite the resolution of this lengthy dispute, the Award below is unaccompanied by an Opinion. It shall be forthcoming shortly. Nonetheless, after considering the statutory criteria and based solely upon the record adduced at the hearings, the undersigned Panel issues the following

AWARD

1. The Agreement shall commence retroactive to June 1, 1988 and shall expire on May 31, 1991.

2. Wage rates shall be increased as follows:

Effective June 1, 1988 - 5.85%
Effective June 1, 1989 - 5.75%
Effective June 1, 1990 - 5.75%

3. New Hire Wage Schedule - Effective June 1, 1989 there shall be a six step salary schedule for new hires. The salaries shall be

Step	Salary
1	\$27,970
2	\$31,787
3	\$35,604
4	\$39,421
5	\$43,238
6	\$47,055

Consistent with (2) above, these wages shall be increased by 5.75% effective June 1, 1990.

4. Effective June 1, 1989, Article VII, Section 1 shall be amended to provide that a member shall be granted one additional personal leave day for each continuous six (6) month period wherein he (she) has not taken sick leave.

5. Termination Pay - Article IX, Section 3 shall be amended to provide that effective June 1, 1990 the date of "June 1, 1977" shall be replaced with the date of "June 1, 1972".

6. New Hire Vacation Schedule - Effective June 1, 1989, a New Hire Vacation Schedule shall be implemented as follows:

Completion of 1 year of service -	12 days
Completion of 2 years of service -	15 days
Completion of 3 years of service -	18 days
Completion of 4 years of service -	20 days
Completion of 5 years of service -	23 days
Completion of 6 years of service -	27 days

7. Night Differential (Article X, Section 9) shall be amended as follows:

During the Year Ending May 31, 1989 -	\$1,900
During the Year Ending May 31, 1990 -	\$2,000

8. Dental Insurance - (Article X, Section 5) - shall be increased as follows:

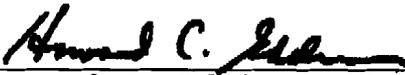
Effective June 1, 1989 - \$500 per member
Effective June 1, 1990 - \$550 per member

9. PBA Activities [(Article XV, Section 4(b)] shall be amended to provide that this clause shall continue in full force and effect so long as the current PBA President retains that position. A second paragraph will be included which will provide that if the current PBA President relinquishes his position, the "necessary days off with pay" shall be limited to 25 days per year. In addition, a third paragraph shall be added which shall provide that up to three PBA days per year may be utilized by the designee of the PBA President if the PBA President is physically incapacitated and is thus unable to perform his or her duties as PBA President.

10. Discipline Procedures - The Panel remands this issue to the parties for further negotiations. If the parties are unable to agree, the Panel shall retain jurisdiction for the purpose of rendering a supplemental award on this issue only.

11. All other provisions of the 1985-88 Agreement shall continue in full force and effect, except as modified above.

12. All other proposals of the parties are rejected.


Howard C. Edelman, Esq., Panel Chairman


Date

Concur all others

Dissent 9

Albert J. Coppola
Albert J. Coppola, Employer Panel Member

7/25/89
Date

* * *

Concur 1

Dissent To follow

Thomas Leahy
Thomas Leahy, Employee Panel Member

7/25/89
Date

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

We, Howard C. Edelman, Albert J. Coppola and Thomas Leahy, do hereby affirm upon our oath as Arbitrators that we are the individuals described in and who executed this instrument, which is our Award.

July 25, 1989. Howard C. Edelman
Howard C. Edelman, Panel Chairman

July 25, 1989. Albert J. Coppola
Albert J. Coppola, Employer Panel Member

July 25, 1989. Thomas Leahy
Thomas Leahy, Employee Panel Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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In the Matter of the Interest Arbitration X
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 between X
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VILLAGE OF FLORAL PARK X
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 "Village" X
X
 -and- X
X
FLORAL PARK POLICE BENEVOLENT ASSOCIATION X
X
 "PBA" X
X
-----X

Case No. IA88-33
M-88-386

APPEARANCES

For the Village

Thomas M. Lamberti, Esq., Attorney
Benjamin Klimchowski, Chief of Police

For the PBA

Michael C. Axelrod, Esq., Attorney
David P. Crane, PBA Vice President
Dennis Nicholson, PBA Treasurer
John J. Marrinaro, PBA Secretary

BEFORE: Albert J. Coppola, Employer Panel Member
 Thomas Leahy, Employee Panel Member
 Howard C. Edelman, Esq., Chairman and Public Panel Member

BACKGROUND

The parties are signatories to an Agreement which expired on May 31, 1988. Negotiations and mediation efforts for a successor agreement were unsuccessful, whereupon the PBA demanded Interest Arbitration pursuant to the Taylor Law and the rules and regulations of the Public Employment Relations Board (PERB).

Hearings were held before the undersigned Panel on April 5, 1989, May 11, 1989 and June 9, 1989. In addition an executive session was held on July 24, 1989.

To expedite the resolution of this dispute, the Panel issued an Award without Opinion on July 25, 1989. This then, is the Opinion which is to be appended to the previously rendered Award.

OUTSTANDING ISSUES

1. Wages

A. PBA

The PBA seeks a "going rate" settlement. In its view, that would result in wages being increased by 6.25% for the fiscal year 1988-89 and 6.0% for 1989-90. This is so, it argues, because increases in comparable jurisdictions have averaged six per cent or more. For example, it notes, Long Beach, Freeport, Port Washington, Old Westbury and other PBA units all received 6% or more in salary improvements for 1988 and 1989 (PBA Exhibit 3). Thus, the PBA submits, similar increases are justified in Floral

Park.

In addition, the PBA contends that the Village is able to pay these increases with little or no impact on its finances. In support of this position, it points to a Village surplus of almost \$269,000 for 1987-88. (PBA Exhibit 2) Increases of the kind cited above would cost the Village well under \$100,000. Thus, it urges, the entire settlement could be funded without raising the tax rate.

Furthermore, the PBA points out that the Village currently is at 79% of its constitutional spending authority. As such, it legally can afford the salary improvements, according to the PBA.

Also, the PBA points out that the Village budget contains authorization for 36 Police Officers. Yet, it insists, only 28 Officers are actually working. Thus, the PBA contends that the Village is continuing to save substantial sums by failing to employ a full complement of uniformed personnel.

The PBA also suggests that its members perform excellent service for the Village. It notes that crime in Floral Park is low, ranking 55th out of 123 rated jurisdictions (59).¹ Also, it insists that Police Officers maintain positive, ongoing relationships with Village residents. Therefore, the PBA contends that it performs valuable, exemplary functions and that it should be compensated accordingly.

Given these and related factors, the PBA submits that salary increases of no less than 6.25% are justified. Therefore, it asks

¹All numbers in () refer to pages in the transcript, unless otherwise indicated.

that these raises be incorporated into the successor agreement.

B. Village

The Village acknowledges that Police Officers' wages should be increased. However, it maintains that the increases sought by the PBA are excessive.

In support of this position, the Village compares wages for top grade Police Officers in Floral Park with others in Nassau County. According to the Village, this survey ranks Floral Park second in the County, behind only the affluent community of Kings Point (Village Exhibit 4).

Moreover, the Village insists, the tax rate in Floral Park is high, ranking above virtually all the other villages listed above (Village Exhibit 3). Taken together, the Village claims that Floral Park is a highly taxed community which pays its Police Officers very well.

The Village notes that a five per cent increase in wages would keep the PBA well above the median in Nassau County. In fact, it suggests, a five per cent raise would lower Floral Park's ranking only one position, to third in the County. Given its high taxes, the Village asserts that five per cent is the maximum raise which this Panel should consider.

The Village acknowledges the fine service rendered by the PBA members. However, it points to a declining assessed valuation and related economic problems as proof that it cannot pay Police Officers the same increases which other Villages may have received. As such, the Village reasons, it simply cannot afford the wage

rates sought by the PBA. Thus, the maximum salary improvement ought to be the five per cent figure indicated above, according to the Village.

2. Night Differential

A. PBA

The PBA insists that the current figure of \$1800 should be increased. In its words, this amount is "now below the norm" (PBA Brief. p.13). As such, it argues, an adjustment in night differential is warranted.

B. Village

The Village acknowledges that the current amount falls below the median of relevant jurisdictions. However, given a favorable salary and benefit structure, no adjustment is necessary, according to the Village.

3. Martin Luther King, Jr. Day

A. PBA

The PBA notes that many jurisdictions provide Martin Luther King, Jr. Day as a holiday. It sees no reason why this day should not be included in Floral Park.

B. Village

The Village rejects this proposal as unnecessarily adding a holiday to an already generous benefit package.

4. Termination Pay Upgrade

A. PBA

The PBA points out that members with who retire receive termination pay of four days for each year of service before June

1, 1977 and five days for each year thereafter. In its view, there exists no logical reason to treat pre-1977 service different from post-1977 service. Thus, it asks that this distinction be eliminated.

B. Village

The Village argues that Police Officers already receive a generous stipend upon their retirement. Thus, it sees no reason to add to this benefit.

5. Life Insurance

A. PBA

The PBA argues that the current life insurance policy should be upgraded. In essence, it asks that the Village be required to pay \$300.00 per member per year for this benefit, instead of the current figure of \$205.00.

B. Village

The Village insists that Floral Park Police Officers receive more life insurance than virtually any other Nassau County jurisdiction. Thus, it urges, this proposal should be rejected.

6. Dental Plan

A. PBA

The PBA asserts that the cost of providing dental insurance continues to rise annually. Therefore, it asks that the Village's contribution be substantially increased.

B. Village

The Village contends that its current contribution is comparable to that provided elsewhere. As such, it suggests no

increase is justified.

7. Personal Leave

A. PBA

The PBA points out that currently Police Officers receive two additional personal days if they utilize no sick leave for a continuous twelve month period. In its view, sick leave use would be discouraged if this benefit were modified to provide for one additional personal day if there is no utilization of sick leave in a continuous six month period.

B. Village

The Village does not believe that this proposal will result in decreased use of sick leave. Therefore, it asks that it be rejected.

8. New Hire Changes

The Village seeks a number of changes in the compensation and benefit levels for new hires. Chief among these are a new vacation schedule, reduced number of holidays, an entry level salary step and lower sick and personal leave benefits. In general, the Village points out that these changes, if adopted, will not affect Officers currently employed by the Village. Moreover, it claims that some of the changes sought simply defer the existing benefit to a later time. As such, the Village insists, there will not be created a two tiered system of benefits for "old" and "new" hires. Instead, it notes, new hires will achieve in time, the same compensation and benefit levels enjoyed by Police Officers hired previously.

Furthermore, the Village argues that many of these changes have already been incorporated into agreements elsewhere. For example, it notes, new hire vacation schedules have been instituted in the PBA Agreements in Glen Cove, Kings Point, Long Beach, Old Westbury and Sands Point. All these changes have been made since 1985. Thus, the Village asserts that a trend in Nassau County exists concerning benefit modifications for new hires. There is no reason why this trend should not extend to Police Officers in Floral Park, according to the Village.

The PBA sees no need for any new hire changes. It contends that the principle of equal pay for equal work should apply. That is, new hires who perform the same services as other Police Officers should not suffer any loss in the way of compensation or benefits, according to the PBA.

Furthermore, the PBA does not see the "trend" which the Village envisions. In the PBA's view, while a few jurisdictions have agreed to a new vacation schedule, most have the same one for all Police Officers. As such, the PBA sees no need to effect any modifications in new hire wages or benefits.

9. Health Insurance

The Village points out that health insurance premiums are rising dramatically. They now are over \$4600 per family unit, it notes. As the Village sees it, the PBA must begin to bear some of the burden for this expensive benefit.

The PBA rejects this proposal. It asserts that no similar jurisdiction on Long Island requires Police Officers to pay a

portion of their health insurance premium. As such, it argues, this proposal is simply not warranted.

10. PBA Activities

The Village asserts that major changes are needed in this provision. It notes that currently the PBA President has been released for approximately 80 tours per year to conduct PBA business. In the Village's view, this amount of released time is clearly excessive and far higher than any other jurisdiction provides.

The Village suggests that a reduction to approximately 15 days per year would bring Floral Park in line with other villages.

The PBA asserts that the contractual provision at issue is not unusual. It points out that Glen Cove, Long Beach and Port Washington contain clauses giving the PBA President "necessary time off" to conduct PBA business. The PBA suggests that the only reason the number of days off is high in Floral Park is because of the many local and statewide offices held by the current PBA President. As such, it argues, the provision ought not to be amended, but will be utilized less in the future when the incumbent retires.

11. Discipline Procedures

The parties have exchanged proposals on this issue. They have indicated a willingness to attempt to resolve it without third party intervention. Accordingly, this issue is to be remanded for further negotiations.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. The parties have given the undersigned Panel authority to render an Opinion and Award covering three years. Inasmuch as the prior Agreement expired on May 31, 1988, a three year agreement permits the parties some labor relations tranquility before negotiations begin again. Thus, given the parties' direction and the advisability of a relatively long agreement, our findings below cover the period June 1, 1988-May 31, 1991.

In making these findings, the Panel is required to consider the following statutory criteria as set forth in the Civil Service Law, Section 209.4(d):

(i) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the impasse proceeding with the wages, hours, fringe benefits, conditions and characteristics of employment of other employees performing similar work and other employees generally in public or private employment in New York City or comparable communities;

(ii) the overall compensation paid to the employees involved in the impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;

(iii) the impact of the panel's award on the financial ability of the public employer to pay, on the present fares and on the continued provision of services to the public;

(iv) changes in the average consumer prices for goods and services, commonly known as the cost of living;

(v) the interest and welfare of the public; and

(vi) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits and other working conditions in collective negotiations or impasse panel proceedings.

With these considerations in mind, the Panel turns to the open issues before us.

1. Wages

The PBA contended that increases of between 6.0% and 6.25% are justified. The Village argued that increases of 5.0% are warranted.

After carefully considering the record evidence, the Panel finds that increases of slightly less than 6.0% per year are appropriate. This is so for a number of reasons.

First, there can be no doubt that wages in Floral Park compare very favorably with those in other Nassau County jurisdictions. In 1987, Floral Park ranked second of sixteen municipalities, behind only Kings Point, a much more affluent area. (Village Exhibit 4)

However, the tax rate in Floral Park is relatively high. Among the same comparable jurisdictions, Floral Park ranks at or near the top in its tax rate.

Given these two factors, raises in excess of 6% per year are not justified. They would ignore the reality of a highly taxed employer and highly paid Police Officers.

On the other hand, increases of 5% per year are simply too low. Floral Park is at 79% of its constitutional taxing power. It has ample leeway to fund increases over 5% without approaching

Malverne, Freeport and Hempstead are closer to their limits than is Floral Park (89).

Similarly, Floral Park enjoyed a budget surplus of some \$268,000 at the end of the 1987-88 fiscal year. Increase above five per cent, but below six per cent will fall well within the surplus. Thus, raises in excess of five per cent are well within the Village's budget capability.

In addition Consumer Price Index increases are averaging slightly over five per cent. Since the Village is able to afford reasonable wage advances, it would be inequitable to grant increases which represent no improvement in real earning power or worse yet, a decline in real wages.

Given these factors, the Panel concludes that increases of 5.85%, 5.75% and 5.75% for each year of the Agreement are justified. They are slightly below the going rate² as is justified by Floral Park's high tax rate and high wage ranking. On the other hand, they reflect the Village's ability to pay adequate wage improvements and will not drastically lower wages when compared to other municipalities in Nassau County. Thus, they properly balance the interests of the Village with the needs of the PBA and, for these reasons, are awarded.

2. Night Differential

Substantial improvements in this area are justified. The current figure is \$1800 which is below the median for the County.

²There are too few jurisdictions settled for 1990-91 to accurately determine the going rate for that year.

For example, for 1989-90, the County median is \$2050 (Village Exhibit 6). As such, the current level must be raised.

In the Panel's view, an increase to \$1900 for the year ending May 31, 1989, and \$2000 for the year ending May 31, 1990 is fair. It places the differential at or near the median for both of those years. As such, these raises are reasonable and in line with those granted elsewhere.

3. Martin Luther King, Jr. Day

This proposal is not granted. At present, approximately one-half of the Nassau County units take this day as a holiday. Similarly, the number of holidays in Floral Park is at or near the County median. As such, the Panel does not find compelling evidence to warrant an adjustment. Accordingly, it is not awarded.

4. Termination Pay Upgrade

In the Panel's view, no valid distinction exists between service rendered before and after 1977. That is, conceptually, a Police Officer should receive the same amount of termination pay for each year of service, regardless of when rendered. On the other hand, the Village has demonstrated that current payout to retiring Police Officers is already generous.

Given these competing factors, the Panel is convinced that some adjustment in this area is warranted. Accordingly, we shall direct that Officers who retire shall receive five days' termination pay for each year of service after June 1, 1972 instead of the current date of June 1, 1977.

5. Life Insurance

The record reveals that the Village currently pays more for life insurance than virtually any other Nassau County municipality. In fact, life insurance does not exist in seven jurisdictions (Village Exhibit 8). As such, the Panel can find no justification for any improvement in this benefit.

6. Dental Plan

The Village pays \$450 per Officer for this benefit, or slightly above the median (Village Exhibit 8). Given the ever increasing cost of dental coverage, some increase is justified simply to maintain current benefits. As a result, the Panel finds that increases to \$500 and \$550 per member, effective June 1, 1989 and June 1, 1990, respectively, are warranted. These raises will permit the continuation of an appropriate level of benefits and will not unduly burden the Village. Accordingly, they are awarded.

7. Personal Leave

The PBA's request should be granted. It will result in minimal cost to the Village. Moreover, it will encourage less utilization of sick leave which may well produce overall savings for the employer. Therefore, it is a proposal which is in the best interests of both parties and is granted.

8. New Hire Changes

The Panel has carefully evaluated the various proposals put forth by the Village. Most, we are convinced are not justified. Those not justified represent modifications which do not exist elsewhere in the County, for the most part.

Two, however, are meritorious. There is no doubt that a

number of other jurisdictions have incorporated modified vacation schedules for new hires in recent years. To this extent, the Village's assertion that such schedules constitute a "trend" is correct.

However, the PBA's concern over a two tiered system that would favor those already employed over new hires is well founded. Creating two permanent classes of Police Officers, with different benefits, is to be avoided, if at all possible.

The Village's and PBA's concerns on this issue can be met by a vacation schedule for new hires which, though initially lower than that of other employees, eventually matches their vacation entitlements. Thus, for a temporary period new hires will have fewer vacation days than those already employed. However, at some reasonable point in the future the vacation schedule of a Police Officer hired after June 1, 1989 will be the same as that of one hired prior to that date. As a result, the Village will reap some savings by a reduction in vacation in the first few years of Police Officer's service. Similarly, there will not be created two permanent classes of employees with different benefit levels. For these reasons, the Panel awards the following vacation schedule, for Officers hired on or after June 1, 1989.

Completion of 1 year of service	12 days
Completion of 2 years of service	15 days
Completion of 3 years of service	18 days
Completion of 4 years of service	20 days
Completion of 5 years of service	23 days

Completion of 6 years of service

27 days³

Second, the Panel is convinced that a new hire salary schedule can meet the concerns expressed above. That is, it can result in substantial savings to the Village and still not create a permanent salary structure which forever disadvantages Police Officers hired after June 1, 1989.

This can be accomplished by instituting a new hire schedule which contains six steps, instead of the current five. The first and last step would be computed by applying the yearly percentage raise for 1989-90 (5.75%) to steps one and five of the old schedule in effect on May 31, 1989. Thus, effective June 1, 1989, steps one and six of the new hire schedule would be \$27,970 and \$47,055, respectively, for a difference of \$19,085 or \$3,817 between the remaining steps 1-2, 2-3, 3-4, 4-5 and 5-6, to produce an "equal increment" schedule. By this structure, new hires will be paid the same as previous incumbents after six years of service and the Village will save over \$10,000 for each new hire over the life of the new schedule, when compared to the one in effect in the prior Agreement.

As discussed above, the Panel sees no need for any other new hire changes but those detailed herein. Accordingly, and for the foregoing reasons, all other new hire proposals are rejected.

9. Health Insurance

³Police Officers hired prior to June 1, 1989 are entitled to 20 vacation days after the completion of one year of service and 27 vacation days after the completion of five years of service.

It is true that the costs of this benefit have risen dramatically in recent years. However, the record reveals that in no other Nassau County jurisdiction do Police Officers pay a portion of their health insurance premium. In light of this evidence, the Panel concludes that Floral Park's budget is not so strained as to impose this burden upon its Police Officers. Therefore, the proposal is rejected.

10. PBA Activities

It is true that the current PBA President holds many offices which necessitate his absence from work. It is equally true that the Village has a legitimate interest in maximizing productivity and not unduly subsidizing PBA activities.

In light of these competing interests, the Panel concludes that the current agreement language should remain in effect so long as the current President remains in office. When he leaves that post, the maximum number of PBA days should be listed in the Agreement. In the Panel's view, this figure should be 25. As such, the Village will be guaranteed that future utilization of PBA days will be more in line with those found elsewhere (Village Exhibit 12).

In addition, the Panel finds persuasive the PBA claim that some transfer of PBA days to another PBA Official should be permitted if the President is unable to attend the function at issue. Thus, we shall direct that up to three PBA days may be taken by the President's designee, but only if the President is physically incapacitated.

11. Discipline Procedures.

As noted elsewhere, the parties are attempting to resolve this issue by themselves. Therefore, it is remanded to them for further negotiations. The Panel shall retain jurisdiction on this issue, if the parties are unable to resolve it.

12. All other provisions of the 1985-88 Agreement shall remain in full force and effect.

13. All other proposals of the parties are rejected.

In sum, the foregoing Opinion sets forth the rationale for the Panel's award, dated July 25, 1989. This rationale is consistent with the statutory criteria set forth in Section 209.4(d) of the New York Civil Service Law. These findings represent a proper balance between the needs of the PBA and its members and the equally legitimate interests of the Village. Accordingly, and for the foregoing reason, we direct their implementation as indicated in our Award. It is so ordered.

September , 1989. Howard C. Edelman, Esq., Panel Chairman

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration

between

VILLAGE OF FLORAL PARK

"Village"

-and-

FLORAL PARK POLICE BENEVOLENT ASSOCIATION

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OCT 20 1989

CONCURRENCE

Concurring
Opinion of
Employee
Thomas Leahy
Panel Member

Case No.
IA88-33
M-88-386

As a member of the panel, representing the Floral Park Police Benevolent Association, and after a review of the written opinion of panel chairman, Howard C. Edelman, I wanted to add the following comments. The negotiations between the parties, a long drawn out affair, proceeding to arbitration, with an award issued on July 25, 1989, fourteen (14) months after the contract expired, convinced me to consent to this award being issued for a three year term. Although, the P.B.A. not find objections to the final determination of the panel, there are several conclusions reached by the chairman which I differed with. First, with respect to the implementation of the wage increases which ultimately were fractions of a percentage point less than

the "going rate" that other department were receiving in Nassau County, it was my opinion that the substantial delay in reaching an agreement, aided by the numerous officers who retired, provided the village with a substantial savings to warrant an award of the "going rate." However, since the award issued by the panel left the salary of a Floral Park police officer in a compar~~able~~ position to neighboring jurisdiction that the P.B.A. enjoyed prior to the expiration of the contract, we joined in the opinion. However, we feel strongly that the substantial savings that the village earned during the fourteen (14) month period from retirements, as well as the sufficient savings realized by stretching the salary scale and decreasing the vacation schedule for new hires until they reach top level, patrolmen provides the village with substantial savings to warrant no P.B.A. concessions or traded offs for "going rate" wage increases in future years.

I take specific note of the panel's increase in the termination pay allowance. It is our position that an equalization of termination pay going back to the employees hiring was appropriate. However, since the panel awarded an increase up to five (5) days for each year of service back to June 1, 1972, effective at the beginning of the contract,

we felt that this was a sufficient improvement which warranted our approval.

We were disappointed in the panel's denial of the life insurance, and Martin Luther King, Jr. Day, proposals, as well as the decrease in time off for the union president, but since in all respects the award was fair and cognizant of the needs and problems of all parties, we offer no objection at this dissent.


Thomas Leahy
Employee Panel Member