

JUL 29 1992

CONCILIATION

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration

between the

TOWN OF CLAY

"Public Employer",

-and the-

TOWN OF CLAY POLICE BENEVOLENT ASSOCIATION

"PBA"

O P I N I O N

A N D

A W A R D

PERB Case #IA92-018
#M92-067

INTRODUCTION

The present matter before the Panel is an Interest Arbitration between the Town of Clay and the Town of Clay Police Benevolent Association. This procedure was invoked pursuant to the provisions of New York Civil Service Law, Section 209.4, and Part 205 of the Rules of Procedure of the New York State Public Employment Relations Board (hereinafter referred to as "PERB"). At issue are the terms of a new collective bargaining agreement. Formal negotiations for a new agreement began on March 5, 1992. Two (2) other sessions were held on March 26 and May 5, 1992. On May 5, 1992, the parties declared impasse and asked the New York State Public Employment Relations Board to appoint a mediator. Kevin Flanigan, a PERB Staff Mediator, worked with the parties on June 24 and July 29, 1992 but was unable to resolve the open issues.

On August 25, 1992, a petition was filed by the Town of Clay Police Benevolent Association for Interest Arbitration. That petition was received by PERB on September 3, 1992. The Town filed a Response on September 4 which was received by PERB on September 8, 1992.

The parties were operating under a collective bargaining agreement for the years 1989-1991 which had technically expired on December 31, 1991. In response to the PBA's petition of August 25, 1992, PERB on September 28, 1992 designated a Public Arbitration Panel for the purpose of making a just and reasonable determination consistent with the statutory provisions and procedural rules applicable to the Interest Arbitration process.

The designated Panel was constituted as follows:

Douglas J. Bantle, Esq.	Chairperson and Public Panel Member
Patrick DiDomenico	Public Employer Panel Member
William J. Hohl	Employee Organization Panel Member

The arbitration hearing was held on December 15, 1992 at the offices of the Town of Clay in Clay, New York. The parties were offered full opportunity to present evidence and argument and to examine and cross-examine witnesses.

Appearances for the parties follow:

For the PBA:

Earl P. Boyle, Esq., Attorney
Earl G. Boyle, Esq., Attorney
Nelson E. Whitmore, PBA Representative

For the Town:

Dennis E. Jones, Town Representative

There were no limitations put on the parties at the hearing in respect to the number of items put before the Arbitration Panel. Both parties completed their testimony on December 15, 1992. At the conclusion of the hearing it was agreed that the parties would submit some additional information to each other and the Panel. It was also agreed that they would do reply briefs. Those briefs were to be postmarked by February 2, 1993. The last of those briefs was received on February 5, 1993.

On March 8, 1993, a Executive Session of the Panel was held at the Town of Clay offices. During that meeting it was decided that the Panel could use additional salary and benefit information which had not been provided in a usable form earlier. The Panel asked the Chairperson to write the parties and advise them of what was required. The parties were instructed that the data was needed by March 27, 1993. The letter was written and sent to the advocates on March 8. The last of the requested data under the control of the parties arrived by March 27. However, the Panel also wanted some retirement system cost information which was not sent out by the New York State and Local Retirement System until April 20, 1993. Upon receipt of that data, the record was closed.

The Employee Organization Panel member called the

Chairperson during the week of May 3 to inquire about setting up another Executive Session meeting. During that conversation, the Chairperson inquired as to whether the parties had come to any agreements on any of the items during the intervening period. This question was asked because at the earlier Executive Session the Chairperson had suggested that the other two Panel members consult and attempt to resolve some of the lesser issues. Because it was evident that such talks had not taken place, the Chairperson wrote the other two Panel members on May 8, 1993 stating that he believed a further meeting was not going to be helpful. He also asked the parties to submit to him any additional data or comments that they thought might be relevant to the Chairperson's making his determinations. The parties were given two weeks to submit such material. Again, on May 11, 1993, the Chairperson through telephone calls encouraged both Panel members to see if they could resolve any outstanding issues.

As of this date, there was no response in writing by either party nor have there apparently been any agreements reached on any items. Under the statute the Panel is empowered to make a "just and reasonable determination of the matters in dispute." In making the following determinations the Panel, as well as the parties, took into consideration the following statutory criteria as required by Section 209 of Article 14 of the Civil Service Law.

Section 209.4(v) states, "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 the 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.

OPINION AND AWARD

As in all cases of this type, the Panel has spent a great deal of time in carefully reviewing the evidence that was presented by the parties. In the executive session, we discussed all of the major items presented to us. This Opinion will briefly summarize the positions of the parties on the issues. After each party's contentions are summarized, there will be a decision based upon a majority of the Panel. On separate issues the majority has been formed by different

Panel members. This will become clear in the final Summary section of the Award.

CONTENTIONS OF THE TOWN ON SALARY

The first and foremost issue in this case was the proper salary levels for the members of the bargaining unit. The Town argued in its hearing brief that it is not opposed to a wage increase for the PBA. It offers no increase for 1992 and 3% for 1993. The majority of its presentation concerned economic conditions in the Syracuse area which it contends must be taken into consideration by the Panel. It also contends that wage freezes or minimal increases have not been unusual in the public sector in the past two years. However, it concedes that "1992 salary schedule increases for police contracts excluding East Syracuse" was 5.1%. Mr. Jones then went to great lengths to point out the concessions given by the unions in several of those contracts arguably offset some of those increases. Jones also argues that the Panel must closely look at the changing amount of revenue which is being received from the State. In 1990, Clay received \$800,000 in "Entitlement Aid/State Revenue Sharing". That was cut to \$330,000 for 1991 and to \$280,000 in 1992. He contends it is likely to be cut even further in 1993. Thus, the property tax owners of the Town will have to take on that additional burden. The Town's Panel Member also argues strenuously that the Panel ought to look at internal comparisons with other Town employees' raises. It takes the position that there has

been a historical practice of treating the police unit and the others equitably.

CONTENTIONS OF THE PBA ON SALARY

The PBA presented several lines of argument on salary during the hearing and in its post-hearing brief. The first was that the Town has the ability to pay. Counsel for the PBA argues that it is clear from examining the 1992 budget that there is \$25,256.32 worth of savings from the police budget alone which would provide a 4.54% increase for the bargaining unit employees without spending any "new" monies. It also suggests that if the Town gave a 3% increase plus this amount, the total for wages would be enough to fund a 7.5% increase for 1992. In spite of this ability, Counsel argues that the Town has simply refused to give any raise for 1992.

Counsel then addresses the issue of comparability of wages in other comparable police units. The comparisons, presented in Exhibit "D" of the PBA's brief, show what each police officer in the bargaining unit would have received, given his years of service, if he had worked in the other eight police departments. Counsel argues that there are only two police officers who would make less if they worked in other settings. Those localities are the Village of Liverpool and Baldwinsville. They have populations of 2,624 and 6,580 respectively while the Town of Clay has 59,960 residents.

The third issue addressed by the PBA is the increase in work load of the employees. The number of officers has

remained consistent since 1969. The number of calls increased from 9,851 in 1987 to 10,587 in 1992. Counsel argues through data on arrest statistics, as well as the calls for service, that the Town of Clay officers do an unusual amount of work and are best compared with Towns of DeWitt, Manlius or Solvay. He notes that the number of officers handling the complaints in Manlius and DeWitt is almost double what the Town of Clay uses and it uses less than one-half than the number of officers used in Manlius.

OPINION ON THE SALARY ISSUE

In this case the salary issue is the most important issue to both parties. As stated above, the PBA has put its major emphasis on the fact that when compared to other comparable area police units, the Clay PBA members usually fall far below their counterparts. As Chairperson, I find it interesting to note that the Town has not taken the position that its officers are indeed adequately compensated. The entire thrust of its argument is that the economy is weak, other governmental units have cut back on employee raises, and this Town should be allowed to do so too. In support of its position, it points to the zero (0) increases for other Town employees in 1993.

I and a majority of the Panel reject that hypothesis at least in part. There is no question that the statute requires the Panel to look at the interests of the public. However, as in most governmental expenditures there are at least two

interests of the public. On one hand, the taxpayers would like to pay less or at least not have any increases in taxes. However, on the other hand they want more and more government services. There is no question from the material presented to the Panel that the productivity of the police officers of the bargaining unit has increased dramatically even since 1987. Notwithstanding, there has been no significant increase in personnel in the department since 1969.

It is true that we have been in a recession which finally appears to be ending, even though it be so slowly. The cost-of-living increase for both 1991 and 1992 was about 3% each year. It is expected to be a bit higher in 1993. One of the things that observers of labor relations' settlements know is that public employees tend to get lower increases than private sector employees during "good" times and then get more favorable increases during the bad ones. This always creates political problems for the public sector employers as the public does not give them appropriate credit for "holding down" increases during the "good" times while it never fails to chastise them severely for "giving away the store" during the "poor" economic times.

There is also a glitch in the "normal" labor relations comparisons done with other employees in the Town. There are two reasons for that. In the Town of Clay the only unionized workers are the police officers. Thus, there really is no valid comparison as to how other bargaining units have been

historically dealt with by the Town. That does not mean that comparisons of what other workers have been given is of no consequence but it certainly does not provide as significant a "test" as Public Panel Members are generally used to seeing. The other issue is one which is common to many other governmental entities in New York State.

That issue is the uniformed services, specifically police officers like the ones in this department, have the benefit of statutorily provided interest arbitration. I will not reiterate the history of why these personnel are entitled to the benefits of this law but some of the reasons for such a law ought to be apparent to the reasonable person. One of the reasons the law was passed was to allow employees to get reasonable increases even when faced with local officials who did not want to give them. Again, I will not take the time to go into the myriad of reasons that governmental units might choose not to give employees reasonable increases. Nonetheless, it is obvious that there problems were great enough to convince the State legislature that such a statute was needed.

The Town, in the instant case has simply taken the position that the economics of the times do not warrant anything other than a 3% raise over two years.¹ This assertion is in spite of its recognition that the cost-of-

¹ It is important to note that the Town has not argued an "inability to pay" the raises requested by the PBA.

living over the period would be excess of 6%, particularly when compounded. It points to the fact that its unrepresented employees have only received the 3% level of increase.

The majority of the Panel believes that more is warranted for the members of the bargaining unit. No comparisons of the wage levels of other Towns' employees were presented to the Panel. However, through the advocates we were presented with comprehensive salary data for almost all of the police units of Onondaga County.

One can come to no other conclusion, when one examines the data, that the Town of Clay police officers are generally "at the bottom of the pile" when it comes to pay.² As a Chairperson for a number of Panels over the past few years, I find this fact particularly interesting because it is unusual for a Town of this size and population.

The pay comparison charts provided for the Panel cited twelve police units. In my calculations, I removed three of them. I removed East Syracuse and Skaneateles as the chart ending 12/31/91 did not have information for "sergeants" which compose a significant part of this department.³ I also noted that the Town's representative excluded East Syracuse when he cited the 1992 increases in his brief. I also eliminated

² It should be noted that the Chairperson of the Panel relied solely on the salary information provided to him by the Town's advocate which accompanied his letter of March 25, 1993.

³ Five of the seventeen positions looked at for comparability were sergeant's positions.

comparisons for a lieutenant's position as very few other departments had figures for that position. The other group eliminated was the Onondaga County Sheriff's Department. I simply eliminated this group because the contract for that unit ended on 12/31/91 and there was no other information to work with for 1992 or 1993 salaries. I also could have eliminated it because the sheriff's unit is not entitled to interest arbitration under the State law. However, that was not an issue in this case because of the aforementioned reason. The eliminations left me with 8 departments other than the Town of Clay. When reviewing the forthcoming figures one should remember that what was calculated on the exhibit given to us was what the officers of the Clay department would have made in other departments, given their years of service. If one calculates the average salary for the 9 units for the year ending 12/31/91, one will find that the Town of Clay was \$1,298.44 behind the average. If one eliminates Clay from the equation, which proper statistical analysis would have one do, the result is that Clay's officers are \$1,460.75 behind the average of the other eight units for the comparable positions.

The Town's representative, Mr. Jones, calculates the average salary schedule increases for 1992 at 5.1%. Using his data of March 25, 1993, with the actual officer's positions, I calculate that the average for the year ending 12/31/92 rose 5.8% over the previous year. That calculation is using the 8 units other than the Town of Clay. If one wanted the Town of

Clay officers to stay the same dollar amount behind as they had been the year before, they would need a 6.17% increase.

What we know is that the Town offered them 0% and gave the other Town employees 3%. It should be obvious from these calculations that to give the police officers a 3% increase would severely hurt their current financial status, to say nothing of the effect on their future finances.

The information available for the 1993 calendar year salaries was not as complete. There are only five units with complete information on our chart. However, one of the five is East Syracuse. If one uses the remaining four and calculates the average increase, it is 5.3975%. One must remember that these percentages are being applied to the already higher 1992 salary figures. Thus, compounding makes them worth more than simply adding up the two years percentages.

DeWitt was cited by the Town's representative in his February 1 reply brief as a Town where the state of the economy had been felt in the current round of bargaining. The newspaper article cited an increase for 1993 of 3%. I believe it to be a bit higher when one uses the comparisons for particular individuals that have been used in our chart. Nonetheless, it seems proper to use it as a point of comparison. In 1991, the "average" police officer in Clay would have made \$29,453 while the average officer if he worked in DeWitt would have made \$33,337. That is a difference of

\$3884. In 1992, the Clay "average" officer still would have made \$29,453 while if he had worked in DeWitt his salary would have been \$35,641, a \$6188 difference. In 1993, the "average" Clay officer's pay remains the same but if he was in DeWitt he would have received \$36,815. Thus, by the end of this Award, the mythical "average" officer would be \$7,362 behind.

As stated above, in 1991 the mythical "average" officer in Clay was behind DeWitt \$3884. In 1992, he would need to make \$31,757 to stay \$3884 behind [$\$35641 - \$31,757 = \$3884$]. To do this would require a pay increase of 7.8% [$\$29,453 \times 1.078 = \$31,750$]. Thus, a 7.8% on the 1991 salary keeps the mythical Clay officer still the same number of dollars behind his mythical counterpart in DeWitt. If we do the same for 1993 and make him the officer still \$3884 behind, he should receive an increase of \$1174 or 3.7% [$\$36815 - \$32931 = \3884].

If we do the same type of calculations using the departmental averages, we find that the Clay "average" officer was behind the eight department average of \$30,914.10 by \$1461 in 1991. The average for the same departments for 1992 was \$32,731. Thus, the Clay officer would have to receive \$31,270 to be \$1461 behind in 1992 [$\$32,731 - \$31,270 = \$1461$]. That would require a 6.2% increase in the 1991 salary. There are not enough units to do a comparable figure in 1993. However, remember the average figure was approximately 5.4%. A 5.4% increase would give the Clay "average" officer a raise of \$1,689 or a total salary of \$32,959. That figure still leaves

the Clay "average" officer lower than he would be in DeWitt, East Syracuse, Manlius, Liverpool, or Solvay. The closest of those, Liverpool would still be making \$632 more per year. The highest, DeWitt, would have a disparity of \$3856.

Using the DeWitt "model", we have a two year total increase of **11.5%**. Using the best "average" model available, we have **11.6%**. If we use the \$1461 difference method for the second year of the "departmental average" model, the Clay officer would have to receive \$33,281. That would require a **6.4%** increase. So, if one uses the two (2) year average differentials, one gets a total of **12.6%** [$6.2\%+6.4\%=12.6\%$].

It is clear to a majority of the Panel that no matter how you compute the numbers, if your goal is to keep the Clay officers in approximately the same financial position when compared to other comparable police units in 1993 that they were in 1991 when the last contract ended, total salary increases in the range of 11.5% to 12.6% must be given. Obviously, the average of 11.5% and 12.6% is 12.05%.

There has been evidence presented by the Town that there have been some health insurance contributions increases in some of the other units which arguably should offset any Clay salary increases. The majority of the Panel agrees. Certainly, those offsets, according to the information provided by the Town's representative, could be as much as \$376 per year. We are willing to adjust our proposed salary increase by .5%, in the second year, to partially offset the

"rollbacks" in those other agreements. **Our award on the salary issue is that all base salaries should be increase by 6%, effective January 1, 1992 and an additional 5.5%, effective January 1, 1993.**

It is the belief of a majority of the Panel that the "Longevity" and "Night Shift Differential" rates should be increased by approximately the same percentages. The "Longevity" rate would increase from \$175 to \$185.50, effective on January 1, 1992 and to \$195.70, effective January 1, 1993. However, the "Night Shift Differential(s)" are such small amounts that slightly higher increases are justified. The majority of the Panel accepts the Town's position on that issue. Their proposal raised the differential from \$.25/hour to \$.30/hour for both shifts, effective January 1, 1993.

The majority of the Panel believes that it has taken into consideration all of the statutory criteria in arriving at the financial decisions presented above. We believe that this monetary award takes into account the interests of the public in several ways. First and foremost, it takes the position of keeping the members of this unit among the lowest, if not the lowest paid police officers in Onondaga County. As Chairperson, I do not know the Town leaders' rationale for keeping these officers in that position but this "new" salary schedule merely keeps them about the same distance behind other units that they were, at the end of the last bargained contract. All that the raises do is keep them in essentially

the same position vis-i-vis other police units that they were in when the last contract expired on December 31, 1991. One must also remember that the officers have not had use of these monies during the time period from December 31, 1991 until the issuance of this Award. No interest or other compensation has been granted by the Panel in order to help them make up for the inflationary losses they will already have suffered once they get the money.

Nonetheless, these raises are significant. That is for a couple of reasons. One of them is that other police units, in spite of the recession, still kept getting increases. The other is that the disparity of this unit with the others which existed already in December of 1991 just kept rising. As Chairperson of the Panel, I am sure that many of the Town officials, as well as some of the Town's residents, will not be pleased with this Award. Most people do not want to pay more taxes. However, those same people continually demand more governmental services. This fact is easily seen in the recent debate in Congress regarding attempted cuts in the Federal budget. The bottom line in this case is that if the people of the Town of Clay want professional police services they are going to have to pay for them. The officers in this unit have demonstrated tremendous productivity increases over the last few years. The number of calls and responses has risen dramatically and yet the number of men "on the road" has stayed the same. There is no doubt that much larger raises

could have been justified in the past if one used the productivity increase figures. However, when the Panel is making its decision it must take into account all of the statutory criteria and balance the interests of all involved.

OTHER OPEN ISSUES

The Association, in its petition also sought changes on six (6) other areas. They are 1) Vacations, 2) Personal Business Leave, 3) Sick Leave, 4) Court time, 5) Disciplinary hearings, and 6) Smoking Policy.

The majority of the Panel does not agree to any changes in points 1, 2, 4 and 5. We are willing to accept the Town's position in regard to Sick Leave accumulation. The Chairperson of the Panel, in particular, is certainly concerned about increased costs for three (3) of the items. The Personal Business Leave proposal would give an officer an additional day off. Such a leave would cost the Town approximately .38% of salary per officer. A part of the Association's Sick Leave provision would force the Town to "buy back" unused sick leave days at the time of retirement. The Town has already offered to increase the current maximum accumulation from 90 to 120 days, effective on January 1, 1993. The majority of the Panel believes that is sufficient for the term of this Award and is unwilling to add the additional cost of a retirement "buy out" of sick leave. The Court Time proposal would also cost the Town more money. As Chairperson, I believe that "money" is "money", no matter

where it is hidden in a contract. I think that the majority of the Panel has put the money where it ought to be, in salary and related compensation. Therefore, the Panel majority rejects these three (3) items.

The Vacation item is simply a proposal to allow taking some vacation days in one day increments. This does not look like a cost item. However, there are hidden costs in administering such a system. Obviously, if a person can take single day vacations, that is going to involve more rescheduling of personnel. My experience in the labor relations field teaches me that it also has a tendency to end up increasing overtime costs. Therefore, a majority of the Panel also rejects this proposal.

The Disciplinary Hearing proposal is an attempt by the Association to have the opportunity to submit a disciplinary dispute to binding arbitration rather than proceed under Section 75 of the Civil Service Law. Only 2 instances of usage were cited for the last ten years. This limited usage convinces the Public Panel member that no change is warranted at this time. I am sure that a second member of the Panel will join me on this issue.

The last item that the Panel had to examine has to do with a proposal to have the entire Police Department Building and at least six of the eight marked units designated as non-smoking areas. The Association, in its brief on page 20 quotes the Public Health Law on this issue. It is clear from

the poll taken of the police officers, at the request of the Panel at the hearing on December 15, 1992, that seventeen of the eighteen officers believe that non-smoking vehicles should be made available. Given that result and a close reading of the statute, the Chairperson of the Panel, believes it appropriate to designate six (6) of the eight (8) units as non-smoking vehicles. Leaving two units "smoking" vehicles will allow the Town flexibility in case of a break down of equipment. In addition, the parties should sit down immediately and negotiate a proper "non-smoking" policy for the Police Department Building. There is no question in my mind that the Association's representative will join me on this issue.

SUMMARY

It should be obvious that the Police Benevolent Association's representative on the Panel is unhappy with significant parts of this Award. Nevertheless, to have a valid award two (2) members must sign. From our earlier conversations, it is also obvious that the Town's member of the Panel is unwilling to sign as a majority member on any of the financial findings of the Panel. He believes that such an Award is excessive given the current financial health of the Town. He also argues strongly that there ought to be equity among the various employee units in the Town. Our Award will not maintain that historic equity.

Therefore, the financial portions of this Award

are based upon a majority formed by the Chairperson/Public Panel Member and the Employee Organization Panel Member. Following is the Award of the Panel. In the summary, I will note which Panel member joins with the Public Member to form the majority.

AWARD ON SALARY

1. Retroactively Effective- 1) a 6% increase on the base salary amount of each officer as of December 31, 1991, effective January 1, 1992.
2. Retroactively Effective- That base salary amount is then to be increased by 5.5% percent, effective January 1, 1993.

AWARD ON LONGEVITY

1. Retroactively Effective- Longevity will be increased by 6% to \$185.50, effective January 1, 1992. It will then be increased by 5.5% to \$195.70 on January 1, 1993.

AWARD ON NIGHT SHIFT DIFFERENTIAL

1. Retroactively Effective- The night shift differentials for both shifts will be changed from \$.25/hour to \$.30/hour, effective January 1, 1993.

AWARD ON "VACATIONS", "COURT TIME", AND
"DISCIPLINARY HEARINGS"

1. There will be no changes in the contract language with respect to any of these items.

AWARD ON "SICK LEAVE"

1. The maximum number of days of accumulation will be increased from ninety (90) to one hundred twenty (120) days, effective January 1, 1993.

AWARD ON "SMOKING POLICY"

1. Effective with the date of this Award, six (6) of the eight (8) marked units will be designated as "no-smoking" units.

2. Immediately, the parties are ordered to sit down and negotiate a "reasonable" "non-smoking" policy for the entire Clay Police Department Building. This policy should be in conformance with the State's Public Health Law.

SUMMARY OF THE AWARD

This section is to make the readers clear on what parts of the Award the different members have joined with the Public Panel Member in forming a majority. The sections are listed below:

1-SALARY. Public Panel Member Bantle joins with Employee Organization Member Hohl. Public Employer Panel Member DiDomenico dissents. PND

2-LONGEVITY. Public Panel Member Bantle joins with Employee Organization Member Hohl. Public Employer Panel Member DiDomenico dissents. PND

3-NIGHT SHIFT DIFFERENTIAL. Public Panel Member Bantle joins with Employee Organization Member Hohl. Public Employer Panel Member DiDomenico "joins" or "dissents". (CIRCLE ONE). PND

4-"VACATIONS", "COURT TIME", AND "DISCIPLINARY HEARINGS". Public Panel Member Bantle joins with Public Employer Panel Member DiDomenico. Employee Organization Member Hohl "joins" or "dissents". (CIRCLE ONE). PND

5-"SICK LEAVE". Public Panel Member Bantle joins with Employee Organization Member Hohl. Public Employer Panel Member DiDomenico "joins" or "dissents". (CIRCLE ONE). PND

6-"SMOKING POLICY". Public Panel Member Bantle joins with Employee Organization Member Hohl. Public Employer Panel Member DiDomenico "joins" or "dissents". (CIRCLE ONE). PND

7-DURATION OF CONTRACT. The majority of the Panel Members is unanimous on this issue. This Award, along with any other agreements reached by the parties during the negotiations, shall be in effect from January 1, 1992 to December 31, 1993.

