STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
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In the Matter of the Interest Arbitration	*	
	*	
between	*	
	*	OPINION
Village of Saranac Lake	*	
	*	AND
and	*	
	*	AWARD
Village of Saranac Lake	*	
Police Benevolent PBA	*	
	*	
PERB Case No. IA202-012, M2002-073	*	

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RELATIONS BOARD
2004

Public Arbitration
Panel Chairperson

Ronald E. Kowalski, Ph.D.
Public Panel Member

John M. Crotty, Esq.
Employee Organization Panel Member

Mary P. Peria
Public Employer Panel Member

Representatives

For the Employee Organization John Grant, Esq.
For the Village David P. McKillip

INTRODUCTION

On December 10, 2002 the New York State Public Employment Relations Board (hereinafter "PERB") having

determined that a dispute continued to exist in negotiations between the Village of Saranac Lake (hereinafter "Village") and the Village of Saranac Lake Police Benevolent Association (hereinafter "PBA" or "Union"), and acting under the authority vested in it under Section 209.4 of the Civil Service Law, designated the above-listed Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute.

Hearings were held on May 14 and 15, 2003 in Saranac Lake, New York. Panel discussions were held during the hearings to clarify the issues. At the hearing both parties were provided opportunity to introduce evidence, present testimony and to summon witnesses and engage in examination and cross-examination. The parties submitted briefs on July 14, 2003.

On August 25, 2003 and September 3, 2003, the Panel met in executive session. Subsequent phone consultations took place with Panel members and, thereafter, a draft was circulated by the Chairperson, which is finalized in this Opinion and Award.

THE STATUTORY STRUCTURE

Subdivision 4 of Section 209 of the Civil Service Law was enacted to provide a means for resolving negotiation impasses

between public employers in New York State and police and firefighters, as defined in the statute. Subdivision 4 provides that, when PERB determines that an impasse exists, it shall appoint a mediator to assist the parties to effect a voluntary resolution of the dispute. If the mediator is unsuccessful within a stated period, either party may petition PERB to refer the dispute to a Public Arbitration Panel.

Section 205.4 of PERB's Rules and Regulations promulgated to implement Subdivision 4 of Section 209 requires that a petition requesting referral to a Panel contain:

> (3) A statement of each of the terms and conditions of employment raised during negotiations, as follows:
>
> (i) terms and conditions of employment that have been agreed upon;
>
> (ii) petitioner's position regarding terms and conditions of employment not agreed upon.

The response to the petition must also contain respondent's position specifying the terms and conditions of employment that were resolved by agreement, and as to those that were not agreed upon, respondent shall set forth its position.

The Public Arbitration Panel shall then hold hearing on all

matters related to the dispute and all matters presented to the Panel shall be decided by a majority vote of the members of the Panel.

The Panel is directed to make a just and reasonable determination of the matters in dispute. The statute spells out the following criteria, which must be taken into consideration, when relevant:

> 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 qualification;
> (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.

The Panel's determination is final and binding upon the parties for the period prescribed by the Panel. The maximum period is for two years.

BACKGROUND FACTS

The Collective Bargaining Agreement between the parties extended from June 1, 1999 to May 31, 2002. The parties began negotiations for a successor agreement in the spring of 2002. The parties met on a number of occasions throughout the spring of 2002 in an effort to reach an agreement. Bargaining was not successful and the parties filed a Declaration of Impasse and requested the appointment of a mediator. A mediator was assigned and mediation sessions took place. The mediation process failed to resolve the outstanding issues and a Petition for Compulsory Interest Arbitration was filed on October 3, 2002.

ISSUES

In accordance with the provisions of Section 209.4 of the New York Civil Service Law, the parties hereto submitted the following issues to the undersigned arbitration panel:

(1) Wages
(2) Length of Tours
(3) Health Insurance
(4) Union Security
(5) Transfers and Promotion
(6) Work Schedules
(7) Vacation
(8) Discipline and Grievance Procedures
(9) Uniform Allowance
(10) General Municipal Law 207-C Procedures
(11) Sick Leave
(12) Personal Leave
(13) Seniority

The Panel has carefully weighed the evidence and testimony submitted to it during the hearing and in post-hearing briefs in its determinations. The Panel has attempted to take a balanced approach to the proposals, one that recognizes the fiscal considerations of the Village and the legitimate concerns of the members of the PBA. The Panel has applied the criteria set forth in the law in assessing the merits of the parties' proposals. The Panel will make its award for the two (2) year period provided by law.

DISCUSSION AND DETERMINATION OF THE ISSUES

1. Salary

The PBA seeks an increase of seven and one-half percent (7.5%) for each year of this Award to be applied to the existing salary schedule as well as to unit members off schedule. The PBA argues increases of the size put forth in its proposal are necessary to adequately improve the competitive position of the Village's police and address the fact that Saranac Lake's officers are the lowest paid in the region. The PBA notes that area settlements in the past few years, including comparable municipalities in the region – Lake Placid, Malone, Tupper Lake, Potsdam and Canton, have only widened the current disparity with wages in the Village. Officers at most steps on the salary schedule are paid several thousand dollars less than almost every other comparable village. The PBA believes the data submitted by both parties clearly indicates the Village has the financial ability to correct these disparities over the next few years and seeks salary increases to accomplish this task.

The Village has argued it has to be fiscally responsible in addressing the wage increases sought by the PBA so as not place

an undue burden on its taxpayers. The Village believes the proper basis of comparison for police salaries is with the Village of Tupper Lake and Lake Placid, not Malone, Potsdam and Canton, as they are larger in size and have additional responsibilities by way of colleges and universities. While the Village acknowledges that its entry level and lower salaries are not comparable to Tupper Lake or Lake Placid it asserts it carries a substantially higher health insurance cost given the current contribution rates of bargaining unit members than these other villages.

The Village believes its proposal, which would place substantial monies at the lower experience levels, would help to eliminate the disparities between its officer pay and that of officers similarly situated in Tupper Lake and Lake Placid. It does not believe a percentage of increase of 7.5% as proposed by the PBA is fiscally responsible as it would provide increases of over 10% in some instances.

Discussion and Determination

The Panel, in reviewing the data provided by the parties, first had to resolve the issue of which municipalities were comparable to that of the Village of Saranac Lake. The Village had argued

given size and population that Tupper Lake and Lake Placid were the only comparable communities. The PBA believes that the Villages of Malone, Potsdam and Canton are comparable as well having police forces of similar size and being in the same geographic area.

While Tupper Lake and Lake Placid are clearly comparable, the Panel cannot completely ignore villages such as Malone, which are not as comparable, having a larger population, but which still have police forces of a similar size. The more reasonable position to take is that Tupper Lake and Lake Placid are the most similar given size, location and rates of crime, but that Malone, Canton or Potsdam are not so different as to warrant no consideration. While some disparity in wages might be justified by size or number of crimes, the differences are not of such a magnitude to warrant significant differences.

A review of crime statistics reported in Malone and Canton indicates the major distinction is largely in larcenies which are more numerous in those municipalities. Among the three municipalities in the tri-lakes region, Tupper Lake, Lake Placid and Saranac Lake, Saranac Lake over the last five years has had the highest rate of reported crimes. Hence, even within this more

limited universe, an officer's wages and benefits in Saranac Lake should be equal to or greater than the other two municipalities based on workload.

In the instant case, the wages of officers in Saranac Lake are not equal to the best paid in the other two municipalities although sergeants, at least at the top step, are competitive. If Saranac Lake's officers are to equal the best paid of the tri-lakes region at all levels and possibly exceed them based on a slightly greater workload, there is a need for a significant increase in current levels of compensation especially at the lower levels of experience where the disparity is greatest.

The Village has argued that any consideration with respect to wage adjustments to achieve parity must be viewed in light of other benefits such as health insurance where the PBA members enjoy an excellent plan with a relatively low limited rate of premium contributions. The Panel would agree that one must look at the whole compensation package as well but as noted later in the award's discussion of the health insurance, a major part of the problem with respect to the current costs of health insurance is the plan itself which can only be changed by the parties in negotiations. Given this fact, the Panel believes the process of

achieving greater wage equity should begin during the life of this award but only be completed in the context of negotiations for the next agreement where changes in health insurance including the plan itself would be an integral part of the discussion surrounding wage parity.

The Panel thus believes an award is warranted which would begin the process of achieving salary parity with the highest paid levels of experiences with the other two municipalities and which would increase its competitiveness with the other surrounding municipalities outside the tri-lake region. The award should also address the fact that the greatest disparity is at the lowest steps on the salary schedule and impacts officers with the least years of experience. The Panel would therefore award a wage increase of $1200 for all steps of the two salary schedules for officers and an equal amount or 3%, whichever is greater, to officers including sergeants who are off the salary schedules for the 2002-2003 contract year. The Panel would also award a $1200 wage increase for all steps of the salary schedules and an equal amount or 3%, whichever is greater, to officers including sergeants who are off the salary schedule for the 2003-2004 contract year.

AWARD

Effective June 1, 2002, $1200 added to each step of the officers' and sergeants' salary schedules

Effective June 1, 2003, $1200 added to each step of officers and sergeant's salary schedules

Effective June 1, 2002 and June 1, 2003, $1200 added to base salary of unit members off step or 3%, whichever is greater

The salary schedules for 2002-2003 and 2003-2004 derived by application of the Award are reflected as Attachment "A" hereto and made a part hereof.

2. Health Insurance

The Village has proposed a contribution of 20% of premium costs by members of the PBA toward their health insurance. The Village argues the current contribution of $25 per week toward the cost of family coverage by unit members is no longer realistic given the rapid escalation of costs to the Village for health insurance. Increases in premium costs have continued to exceed double digits and the current plan while providing excellent benefits is approaching premium rates of $15,000 for a family participant.

The Village believes a greater rate of contribution in the form of a 20% premium contribution is also justified by a comparison to other municipalities, particularly Tupper Lake and Lake Placid. It argues that each of these municipalities contribution rates for employees significantly exceed that of the PBA members. An increase from the current $25 per week to a 20% contribution rate would, from the Village's perspective, ensure comparability with these other regional municipalities. It would also free monies for salaries to help in achieving parity with these municipalities. The Village believes the current plan should also be reviewed, as changes in the plan or a new plan could produce significant savings.

The PBA has proposed elimination of the current $25 per week contribution toward health insurance premium costs. The PBA argues the existing inequity in wages between officers in Saranac Lake and those of comparable municipalities in the area justifies the elimination of a contribution to health insurance premium costs. The PBA asserts officers in Saranac Lake are paid many thousands of dollars less per year at most levels of experience than other comparable municipalities and are thus in no financial position to assume any substantial rate of

contribution to premium costs for health insurance. Until there is wage parity the PBA believes there is no justification for any comparability in rates of contribution.

Discussion and Determination

The Panel has carefully reviewed the arguments and supporting data concerning the issue of health insurance. The current health insurance plan provides excellent benefits but is an expensive plan. The parties did not explore changes in the plan or alternative plans in any detail during negotiations. The Panel believes this approach to cost containment is especially important in this case as the plan is good but costly by comparison to some others available. This approach should be the first avenue explored by the parties prior to discussion of any changes in premium contribution rates.

A review of comparable municipalities indicates there is a number of different health insurance plans in place with different levels of benefits as well as different rates of premium contribution by both current and future members of local police departments. Lake Placid has the New York State Teamsters Council Health and Hospital Fund. Tupper Lake has a more traditional plan; Canton

has a Blue Cross/Blue Shield Plan as does Malone. Benefit levels differ between these Plans as do premium costs. Any effort to achieve comparability as well as to contain costs must take into account these differences and should include discussions by the parties of a possible Plan change in Saranac Lake, as well as rates of premium contributions. The Panel is not in a position to make such a change as alternative plans are not before it with varying levels of benefits and costs, nor would it be prudent to do so, as this is a complex matter with differing impacts on both the Village and the members of the PBA and is best left to negotiations.

There is also the additional question of the linkage of health insurance parity with that of wages. The Panel's award on the matter of wages does not provide wage comparability at most of the levels of experience on the salary schedule. The Panel believes wage comparability should be achieved in conjunction with comparability in health insurance. This linkage is a matter left for the parties' next round of negotiations as it allows them the opportunity to work with the issues of health insurance savings from plan changes or increased rates of premium contributions by current or future members of the bargaining unit and wage increases which can be generated from such savings. Given the

current lack of wage comparability and the need to address both plan changes as well as the rate of individual contribution to premium costs, the issue should be addressed in the next negotiations. The Panel therefore does not recommend any changes in the current provisions for health insurance.

AWARD

The health insurance provisions shall remain as per the current Collective Bargaining Agreement.

3. General Municipal Law 207-c Procedures

The Village and the PBA spent a considerable amount of time in negotiations exploring the development of procedures for the implementation of General Municipal Law Section 207-c if an officer shall become eligible while employed by the Village. The parties developed language for such procedures but were not able to come to a complete and final agreement on the issue. The PBA still seeks to incorporate its proposed procedures into the parties' Collective Bargaining Agreement. The Village is currently opposed to such a new provision arguing it is not necessary at this point. The PBA contends there are no procedures in the law and there is therefore a need to include such procedure in the Collective

Bargaining Agreement.

Determination and Award

The Panel has reviewed the proposed procedures and believes that while the parties came close to an agreement, and it is a matter that needs to be addressed at some point, it is not one that should come by way of an award in this case. The development of procedures of this nature, given their complexity, is best left to the negotiation process where the parties can carefully examine the various issues such procedures address.

AWARD

The Panel does not award an inclusion of General Municipal Law 207-c procedures.

4. Uniform Allowance

The PBA has proposed an increase in the annual uniform allowance in Article 26 of the Collective Bargaining Agreement from the current $450 to $500 effective June 1, 2002 and to $600 effective June 1, 2003. The PBA also seeks language to clarify that if the Village changes equipment once issued, it would assume the costs of replacing such equipment. The Village

believes the current allowance is comparable to other municipalities and therefore need not be increased at this time. The Village also seeks submission of receipts before reimbursement to ensure the allowance is being used for the intended purpose.

Determination and Award

The Panel has looked at comparable municipalities and after examining the data has come to the conclusion an increase from $450 to $500 effective June 1, 2003 is warranted by the evidence. However, the Panel also is of the opinion that officers should be required to submit receipts to the Village indicating expenditures of the allowance as a condition of reimbursement. In this fashion, the Village will be assured of the proper use of the allowance. The Panel further is of the opinion that if any changes in uniform or equipment are ordered and approved by the Village Board, that the Village be responsible for replacement of such uniform or equipment. Given the date of this Award, the receipt requirement shall not be effective until May 31, 2004.

AWARD

The current uniform allowance of $450 in Article 26 shall be

increased to $500 effective June 1, 2003. Officers shall submit receipts for purchases under the allowance to receive reimbursement beginning May 31, 2004.

If a change in uniform or equipment is ordered or approved by the Village Board, the Village shall assume the costs of replacing such uniform or equipment.

5. Union Release Time

The PBA has proposed the Panel award Union release time. The PBA seeks to have the PBA President granted time off without a charge to leave accruals to attend meetings associated with contractual duties. There is no current release time for the PBA President and such would clearly allow him/her to perform his/her PBA duties and work more effectively with the Village.

The Village does not believe there is a need for such a provision given the size of the department. It would also place a financial and staffing burden on the Village given the limited number of officers in the department.

Determination an Award

The Panel believes the current proposal for Union release time is too broad and could result in an undue burden on the

Village by way of staffing problems and costs. While a more limited and restricted provision for release time might not create such a burden, this is a matter best left to the parties' future negotiations.

AWARD

The Panel does not award Union release time as proposed by the PBA.

6. Longevity

The PBA has proposed the current longevity payment of $110 per each year of several be increased to $120 effective June 1, 2002 and $130 June 1, 2003. The PBA believes the increase proposed is justified given the wage disparity between base wages paid by the Village and those of the comparable municipalities. Increase in the longevity payment would help to close the gap between Saranac Lake and those other municipalities wage rates.

The Village does not believe an increase in the longevity is justified. The Village notes that its longevity compares favorably with those of surrounding municipalities such as Tupper Lake and Lake Placid.

Determination and Award

The Panel is of the opinion that while the evidence indicates there are significant wage inequities between the Village and comparable municipalities in the region, especially at the early to mid-steps in the salary schedule, increasing the longevity payment is not the best manner to rectify those disparities. The flat dollar increase awarded earlier begins to better achieve that goal at this point. Increases in the longevity payment may be justified in the future as part of a comprehensive wage and benefit package negotiated in the next round of bargaining that will achieve wage as well as benefit parity with other comparable municipalities as sought by both parties.

AWARD

The Panel would not award a change in the current longevity payment in the Collective Bargaining Agreement.

7. Tours of Duty

The Village and the PBA had agreed by way of an October 2001 memorandum to change from an eight (8) hour tour of duty to twelve (12) hour tours. The issue before the Panel is whether this provision should be continued and be incorporated into

Article 11 of the Collective Bargaining Agreement. The twelve-hour shift was initiated in part because it was thought to have a potential for saving the Village monies in overtime. Overtime expenditures were less in the two years subsequent although less so in 2003. While the parties are in general agreement that the twelve (12) hour tours should continue at this point, the Village seeks to also continue a provision that would allow it with notice and discussion to return to the eight (8) hour tours.

The PBA argues that there have been consistent savings on overtime and that the twelve (12) hour tours should become a part of the parties' agreement without a provision to change back to eight (8) hours with notice. The PBA believes such a provision would create instability as officers would not be able to organize their lives around a predictable schedule. The current twelve (12) hour tour has worked well and produced savings and thus should be continued in its current form.

Determination and Award

The Panel has examined the data on the financial impact of the twelve hour tours and while the amount of savings on overtime may vary from year to year or within certain periods,

there appears to be savings over prior eight (8) hour shifts in overtime. Insofar as the twelve (12) hour tours are also viewed as desirable by the officers, enhancing morale and health, it would seem reasonable that they should be made a part of the agreement between the parties. If, however, the twelve (12) hour tours should at some future point create significant problems by way of substantial increases in costs, the matter should be subject to a reopener between the parties and subsequent negotiations. This approach would give stability to the current structure while providing an avenue for the parties to open discussions on the matter should major changes occur that alter the current conditions surrounding the twelve (12) hour tours.

AWARD

The twelve (12) hour tour shall be incorporated into the parties' Collective Bargaining Agreement.

Either party with a thirty (30) day notice shall be able to reopen negotiations over the twelve (12) hour tour.

8. Shift Differential

The issue of shift differentials is closely tied to tours of duty. The existing shift differentials found in Article 12, Section 9 of the

Collective Bargaining Agreement is predicated on the existence of these eight (8) hour shifts. The new twelve (12) hour shifts already in existence and which are to be continued by way of award require the shift differentials be adjusted to fit the new scheduling form of twelve (12) hour tours. The Village has proposed that $.25/hour be granted as premium pay for all officers regardless of what shift they work in lieu of the two current shift differentials provided in Article 12.

The PBA is not opposed to such a change in payment for the shift differential but argues it needs to be $.35/hour in order to compensate for the loss of the existing shift differentials. The PBA also contends these monies must be included as part of the officers' regular rate for purposes of calculating overtime in order to be in compliance with the Federal Fair Labor Standards Act (FLSA).

Determination and Award

The Panel has already awarded the continuation of the twelve (12) hour tours of duty as noted earlier. The current system for shift differential found in Article 12 thus no longer applies as it was predicated on three shifts of eight (8) hours. The question that remains for the Panel is what new rate of premium

pay would be appropriate under the twelve-hour tour to compensate for what had been provided under the previous shift differential system. The Panel believes a reasonable estimate would be $.30/hour for all paid time. This payment must be included as part of the regular rate of officers for the purpose of calculating overtime under the Fair Labor Standard Act as noted in Festsent v. City of Youngstown, 20 F3d 900 (6th Cir. 1995).

AWARD

The current shift differentials in Article 12 Section 9 shall be replaced by a single rate of premium pay of $.30/hour for all paid time for officers on twelve (12) hour duty tours.

The premium pay shall be included as part of an officer's regular rate for purposes of calculating any overtime as required by the Federal Fair Labor Standard Act.

8. Out-of-Title Pay

The PBA has proposed inclusion of an out-of-title pay provision which would have a police officer who performs the duties of a higher rank paid at the higher rank for all hours worked in out-of-title capacity. The PBA argues that if an officer is assigned such duties, it is only reasonable that he or she should

be paid for performing the duties of a different title.

The Village contends there is no real need for such a proposal and no similar provisions in such comparable municipalities' Collective Bargaining Agreement. The Village believes the current practice of paying $2.00/hour more for performing the Chief's work more than adequately address the issues raised by the PBA on out-of-title work.

Determination and Award

The Panel has considered the parties' arguments on the question of out-of-title pay and believes it is only equitable that if an officer is assigned to a shift in a position that requires he/she perform the principle duties of a higher officer, he/she should be compensated for that work at the higher officer's rate of pay. However, he/she must be assigned to perform those duties because the higher officer is not present on the shift and must perform the majority of those duties.

AWARD

Out-of-title pay shall be granted to an officer who is assigned to work out of title. Pay shall be at the base rate for the higher title worked.

10. Other Issues

The PBA has put forth proposals for changes in discipline procedures, transfers, sick leave, vacations, personal leave and seniority provisions in the current Agreement. The PBA seeks changes in those provisions to enhance these benefits and procedures. The Village has argued the current provisions governing these benefits and procedures are comparable to surrounding municipalities. The Village contends there is no need for changes in these provisions.

Determination and Award

The Panel has studied the proposals put forth by the PBA on these issues. The Panel, after reviewing other comparable municipalities, believes the evidence does not support the changes in the existing provisions sought by the PBA at this time.

AWARD

The PBA proposals are not awarded. All other terms of the expired Collective Bargaining Agreement shall continue unchanged except as modified by this Award or by prior mutual agreement in negotiations.

Any retroactive payments required under this Award shall be paid to all unit employees within thirty (30) calendar days of the date of the Chairperson's execution of this Award which payments shall be accompanied by worksheets prepared by the Village identifying the calculation for each retroactive payment made to the employees.

We do hereby affirm upon our oaths as Arbitrators that we are the individuals described in and who executed this instrument, which is our Award.

01/05/2004
Date

Ronald E. Kowalski, Ph.D.
Public Panel Member and Chairperson

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

I, Ronald E. Kowalski, Ph.D., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

12/26/03
Date

John M. Crotty, Esq.
Employee Organization Panel Member

Concur: ✓

Dissent: _____

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, John M. Crotty, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

12/26/03

01/02/2004
Date

Mary P. Peria
Public Employer Panel Member

Concur: ✓

Dissent: _____

STATE OF NEW YORK)
) SS:
COUNTY OF FRANKLIN)

I, Mary P. Peria, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

01/02/2004

ATTACHMENT 'A'

POLICE OFFICER

Years of Service	6/1/02	6/1/03
Recruit/Academy	$21,171	$22,371
Starting Step 1	$26,164	$27,364
Starting Step 2	$27,163	$28,363
Starting Step 3	$28,202	$29,402
Starting Step 4	$29,282	$30,482
Starting Step 5	$30,405	$31,605
Starting Step 6	$31,573	$32,773
Starting Step 7	$32,788	$33,988
Starting Step 8	$34,288	$35,488

SERGEANT

Years of Service	6/1/02	6/1/03
Starting Step 1	$35,170	$36,370
Starting Step 2	$36,529	$37,729
Starting Step 3	$37,942	$39,142
Starting Step 4	$39,412	$40,612
Starting Step 5	$41,227	$42,427

Effective June 1, 2002 and June 1, 2003, $1200 added to base salary of unit members off step or 3%, whichever is greater.