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In the Matter of the Interest
Arbitration

- Between -

TOWN OF ORANGETOWN,

:"Town"

Interest Arbitration
Award

- and -

ORANGETOWN POLICEMEN'S
BENEVOLENT ASSOCIATION,

:"Union"
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APPEARANCES

For the Town

Teresa M. Kenny, Esq., Town Attorney

For the Union

BUNYAN & BAUMGARTNER, L.L.P.
Joseph P. Baumgartner, Esq., Of Counsel

BEFORE: MARTIN F. SCHEINMAN, ESQ., CHAIRMAN OF THE PANEL
MICHAEL A. RICHARDSON, TOWN MEMBER OF THE PANEL
RICHARD P. BUNYAN, ESQ., UNION MEMBER OF THE PANEL

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired December 31, 2005. When negotiations and mediation efforts failed to produce a successor Agreement, the Union petitioned the New York State Public Employment Relations Board ("PERB") for appointment of a Public Arbitration Panel pursuant to procedures set forth in Section 209.4 of the Civil Service Law of the State of New York ("Taylor Law"). On May 26, 2006, PERB appointed the undersigned as members of the Public Arbitration Panel for the parties' dispute. Hearings before the Panel were held on October 11, 2006, November 8, 2006, and November 14, 2006, at Orangetown Town Hall, Orangeburg, New York. During these hearings, the parties were afforded full opportunity to present evidence in support of their respective positions. They did so. Thereafter, the parties were given opportunity to file post-hearing briefs. On December 18, 2006, the Union filed a Post Hearing Brief. The Town relied upon its presentation during the hearing and did not file a Post-Hearing Brief. Upon receipt of the Union's brief, we declared the record closed. The Panel met in Executive Session.

During the hearings, the parties agreed upon three (3) mutual issues to be addressed by the undersigned panel.

Those issues, discussed in greater detail below, are (1) salaries, (2) General Municipal Law Sec. 207-c procedure, and (3) duration of the award. As well, each party submitted its list of additional proposals for our consideration. The Union did so by letter of October 19, 2006, from its Attorney, Joseph P. Baumgartner, Esq. The Town did so by letter of October 25, 2006, from its Attorney, Teresa M. Kenny, Esq. Those issues are identified and disposed of below.

POSITIONS OF THE PARTIES

Position of the Union

The Union proposes our Award establish terms and conditions for a three (3) year period, January 1, 2006, through December 31, 2009.

The Union seeks an increase in salary of eight (8%) percent for each year across the board for all ranks, grades and designations. It contends the economic health of the Town remains strong. The Union asserts the Town's finances are stable and warrant these increases as fair compensation for the difficult jobs its members perform. It argues there is no dispute the Town is able to pay these salary increases. The Union cites to the study performed by Decker Economics as establishing the Town's economic strength. It also notes the Town Board's minutes from May 22, 2006,

report the Town is in "outstanding financial condition".

The Union has proposed a procedure for the administration of General Municipal Law Section 207-c. It seeks not only for payment of full salary to employees injured or taken sick as a result of the performance of duties for the Town but also maintaining accruals of all contractual benefits while an 207-c. In addition, the Union seeks an appropriate procedure to address those issues that arise in the administration of 207-c entitlement.

The Union seeks an increase in longevity increments for unit members above the seven hundred seventy five dollars (\$775.00) increment provided by Article 6.3 of the Agreement. It proposes to change the increment to a sum equal to four (4%) percent of the base first grade patrolman salary effective with completion of the fifth (5th) year of service, and, thereafter, after completing each additional five (5) years of service. The Union contends this change is required to bring unit compensation more in line with longevity provided by police departments of comparable jurisdictions in the Town of Ramapo and Town of Clarkstown. It contends those Towns have historically been found comparable to Orangetown by prior Interest Arbitration Panels.

The Union urges we find Ramapo and Clarkstown the most

comparable jurisdictions to Orangetown for purposes of reaching a just and reasonable determination of this dispute. It contends existing longevities for its members lag far behind Ramapo and Clarkstown. The Union asserts a comparable employee in Clarkstown will receive \$192,050 in longevity over a twenty five (25) year career. It claims a comparable employee in Ramapo will received \$130,200 for the same measure. In contrast, the Union argues such an employee in Orangetown receives \$54,250 in longevity over the same span of years, leaving its members far below longevity paid by these comparable jurisdictions. It, thus, argues its proposed increases in longevity pay are warranted. The Union also urges there be no cap on the number of longevity increments.

The Union proposes unit members receive an equipment allowance of one thousand (\$1,000.00) dollars under the Uniforms provision of Article 7 of the Agreement. It proposes this allowance apply to all unit members including Detectives. The Union argues this proposal is necessary to enable its members to be fully and properly equipped for performance of their duties. It asserts the existing equipment allowance of one hundred dollars (\$100.00) for the patrol force has not been adjusted in nearly a decade and should be extended to Detectives. The Union argues this

proposal will enable the Town to stay competitive with the terms and conditions of employment in comparable jurisdictions.

Presently, bargaining unit members accrue sick leave at the rate of thirteen (13) hours per completed calendar month under Article 12.1 of the Agreement. As well, unit members who retire with twenty (20) years' service with the Department may receive three (3) days' pay for each completed year of service, i.e., sixty (60) days, to be deducted from accumulated sick leave, under Article 12.13 of the Agreement. The Union contends the allowance of only sixty (60) days' cash out of accumulated sick leave after twenty (20) years is substantially less than that provided by comparable jurisdictions. It asserts Clarkstown Officers may cash out up to four hundred eighty (480) sick days over the course of a career, and Ramapo Officers have no limit on the amount of sick leave they can utilize.

The Union argues this disparity in benefit entitlement should be eliminated. It proposes unit members accrue sick leave credits at the rate of two (2) days per month. The Union also proposes its members be paid for fifty (50%) percent of their unused accumulated sick leave upon resigning or retiring after ten (10) years' service, seventy five (75%) percent of their unused accumulated sick leave

upon resigning or retiring after fifteen (15) years' service, and one hundred (100%) percent of their unused accumulated sick leave upon resigning or retiring after twenty (20) years' service. It requests if an employee retires due to disability, he or she shall be paid one hundred per cent (100%) of his or her unused sick leave without regard to length of service. The Union argues these proposals are fair, reasonable and more in line with terms and conditions in comparable jurisdictions.

The Union proposes a provision be added under Article 17 of the Agreement requiring the Town take all steps needed to allow employees to receive the benefits provided in Section 341-j of the Retirement and Social Security Law, with the Town making all necessary contributions. It contends this provision is fair and reasonable and in line with terms and conditions in comparable jurisdictions.

In short, the Union contends its proposals are reasonable and fair. It argues they are consistent with settlements and Awards issued in comparable jurisdictions. The Union asserts its proposals are affordable by the Town and within the bounds of fiscal responsibility. It insists its proposed contractual improvements will benefit the Town and its residents by enhancing the Town's ability to attract and retain qualified officers who must perform essential

police duties, often under very difficult circumstances.

Position of the Town

The Town, on the other hand, argues the Union's monetary demands are excessive and out of line with settlements and terms existing in comparable jurisdictions.

The Town proposes a two (2) year agreement, with salary increases for unit members of three (3%) percent in each year. It views these increases as fair and reasonable. The Town acknowledges its finances have been stable. It concedes its recent financial history has been favorable. Nevertheless, the Town argues the Union's proposal of an eight (8%) percent increase each year would almost deplete its police fund balance and leave it in deficit going forward. It maintains even a five (5%) percent raise would wipe out eighty (80%) percent of its police fund and produce a deficit in 2007.

The Town also cites increased costs going forward for sanitary sewer obligations and implementation of GASB 45 accounting standards, as factors that make it difficult to sustain the Union's proposed raises. It insists non-police funds cannot be transferred to the police fund to cover increased costs. In light of these factors, the Town asserts its proposed raises of three (3%) percent per year

are reasonable and in line with settlement terms reached in comparable jurisdictions.

The Town, like the Union, proposes a policy for administration of rights under General Municipal Law Section 207-c. It urges adoption of its policy covering transitional duty assignments for employees classified as partially disabled but with a prognosis of full recovery. The Town urges its policy is reasonable and adequately protects the interests of the Town and its workforce in regard to the continuation of salary when an employee is injured and disabled while performing duties for the Town.

The Town also opposes the Union's proposals for increased longevity pay, arguing such increases are unwarranted and financially burdensome.

The Town proposes to modify Article 13.2's provision for taking compensatory time off in lieu of overtime payments. It proposes to add a requirement employees obtain prior approval from their Department Head to take compensatory leave. The Town would leave intact the existing rule that requests for compensatory time will be denied only if the time off is not compatible with the operating needs of the Department. It argues prior approval of compensatory time is necessary to assure proper planning of coverages.

The Town also proposes to modify Article 13.2 by capping at forty (40) the number of hours an employee may convert into compensatory leave time in any given calendar year, equaling sixty (60) hours of compensatory time. It would also require compensatory leave be used within the calendar year earned. The Town contends these proposals will increase efficiency and establish reasonable control over use of compensatory time.

Presently, the Town is required by Article 14.2 of the Agreement to contribute one hundred (100%) percent of family and individual health insurance premiums for unit members. It proposes to reduce its contribution to ninety eight (98%) percent of the monthly health insurance premiums of family and individual plans effective January 1, 2006. It proposes to reduce its contributions to ninety six (96%) percent of monthly health insurance premiums effective January 1, 2007. The Town argues these reductions are reasonable and consistent with settlements in comparable jurisdictions.

The Town's initial proposals also included a new provision, to be codified as Article 14.6, by which an employee eligible for medical insurance coverage from the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. The buy-out amount proposed by the Town is forty (40%) percent of the Town's annual premium

contribution for the coverage the employee is eligible for.

The Town puts forth several proposals for retiree medical insurance coverage. It proposes employees hired before January 1, 2006, be eligible for coverage after fifteen (15) years' continuous service with the Town, after retiring directly from the Town and after being granted a retirement from the New York State Employees Retirement System. For employees hired on or after January 1, 2006, they would be eligible after twenty (20) years' continuous service with the Town and meeting the same requirements. The Town proposes to make available to retirees not eligible for Medicare the same medical and prescription drug plan under the same terms and conditions provided for active employees. It proposes to pay the full premium cost of such medical insurance and prescription drug plan for eligible retirees with at least thirty (30) years of service with the Town. For eligible retirees with at least twenty five (25) years, the Town proposes to pay ninety (90%) percent of the premium cost. For those with at least twenty (20) years, it would pay eighty (80%) percent of the premium cost. For retirees with at least fifteen (15) years of service with the Town, the Town proposes to pay seventy (70%) percent of the premium cost. It also proposes an employee may elect, at time of retirement, to apply accumulated sick leave credits

towards monthly premium payments for retiree medical insurance. The Town views these proposals as fair, reasonable and consistent with terms and conditions in comparable jurisdictions.

The Town proposes to modify the existing Personal Leave provisions of Article 10 of the Agreement. It proposes all employees hired before January 1, 2006, be credited on January 1 with fifty six (56) hours (seven (7) days) of paid personal leave, for use during the following twelve (12) months. For employees hired on or after January 1, 2006, forty (40) hours of paid personal leave would be credited as of January 1 of each year. The Town proposes further any employees hired after January 1st in a given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. It argues these proposals are fair and reasonable for all concerned.

The Town asks modification of existing provisions for Vacation accrual according to date of hire. For employees hired before January 1, 2006, the Town proposes crediting of vacation accruals monthly after four (4) months of service, in the number of hours on its proposed schedule. For employees hired on or after January 1, 2006, the Town proposes crediting of vacation accruals according to a

different schedule with the number of accrued hours generally less than those proposed for employees hired before January 1, 2006. It also seeks to "cap" the amount of vacation leave credits an employee may accumulate at a maximum of two hundred (200) hours. The Town proposes employees be allowed to elect to receive cash payment for up to forty (40) hours of accumulated vacation leave credits during any calendar year, payable at the employee's rate of pay at the time of election. It argues these provisions are reasonable, in line with settlements in comparable jurisdictions, and will promote efficiency in the meeting of its manpower needs.

In short, the Town argues its proposals are fair, reasonable and consistent with terms established in comparable jurisdictions and the statutory criteria. It urges they be adopted in the best interests of the citizens of Orangetown, to enable continued delivery of necessary services without undue or inappropriate burden on its taxpayers.

DISCUSSION AND FINDINGS

Some preliminary comments are appropriate. Our authority and the factors which must guide our decision, are codified in Section 209(4)(c)(v) of the Taylor Law. Both of these provisions require we make a "just and reasonable

determination of the matters in dispute", and consider:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

We are thus bound to arrive at a just and reasonable determination of the matters in dispute, under the foregoing criteria.

We have fully and thoroughly considered the entire record and the parties' arguments in support of their respective positions. We make the following findings.

1. Term of Award

The term of this Award shall be two (2) years from January 1, 2006 through December 31, 2007. While we recognize the validity of the Union's desire for a longer

contract, given the Town's resistance to a contract beyond two (2) years we conclude, on balance, two (2) years is the appropriate term. Under the facts presented, we cannot find adequate basis for a contract term given the Town's position.

2. Wages

Base wage scales shall increase by four (4%) percent effective January 1, 2006, and by four (4%) percent effective January 1, 2007, compounded. We reach this conclusion based upon our view the proper wage adjustments fall between the proposals proffered by the Union - 8% and the Town - 3%. We believe the Union's proposal is not justified under the statutory criteria of the Public employer's ability to pay, the interests and welfare of the public and assessing the criterion requiring us to consider the overall economic package received by Officers.

On the other hand, the Town's proposal also cannot be justified under the statutory criteria. Simply put, consideration of the comparison of wages, hours and conditions of employment of the Officers with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills in similar working situations. These criteria justify a wage adjustment beyond the Town's proposal. We reject the

argument the interests and welfare of the Town's citizens are served by an adjustment which is out of line with the communities historically viewed by the parties and Interest Arbitration Panel as comparable - Ramapo and Clarkstown. We also determine the cost of living criteria supports our conclusion here.

Simply stated, considering all of the statutory criteria, a four (4%) percent annual increase over the two (2) years of this Award is just and appropriate in light of those criteria. We also believe the increases granted, herein, will help the Town remain competitive with other jurisdictions in attracting and keeping qualified personnel.

3. **General Municipal Law Sec. 207-c Procedure**

We have considered the parties' proposed procedures for administration of rights granted employees under General Municipal Law Section 207-c. However, we decline to adopt either procedure. Instead, we shall direct the parties implement for all current and future disputes, the General Municipal Law Section 207-c procedure presently in use by the County of Westchester. We find that process has worked satisfactorily in that jurisdiction over a sufficient period of time to justify its application in the Town. We also find that process has adequately protected the rights of

covered personnel to benefits under the statute, and the need for medical review of injury and disability claims. We accept both parties' representations they desired a workable program, properly administered which would resolve disputes expeditiously and fairly and would be cost effective.

We shall direct the parties meet, upon issuance of this Award, to determine the manner in which the Westchester process will be adapted and implemented by the Town. The parties will have forty five (45) calendar days after issuance of this Award to resolve any disputes on how to adapt and implement the Westchester process in the Town. We shall retain jurisdiction to resolve any such disputes.

4. Longevity

We find an increase in longevity pay is required to enable the Town to stay competitive with terms and conditions in comparable jurisdictions and so the overall compensation of Officers is in line with other Police Departments in relevant communities in Rockland County. However, we decline to adopt the increases proposed by the Union. We find a more modest increase is in order. We shall award the following schedule of longevity increments be implemented effective January 1, 2007:

<u>Longevity</u>	<u>Increment Amount</u>
Start of Year ¹ :	
6	\$2,000
7	2,200
8	2,400
9	2,600
10	2,800
11	3,000
12	3,200
13	3,400
14	3,600
15	3,800
16	4,000
17	4,200
18	4,400
19	4,600
20	4,800
21	5,000
22	5,200
23	5,400
24	5,600
25	5,800

5. Uniforms Allowance

We find an increase is needed in payments to employees under Article 7.3 of the Agreement for purchase of equipment. The evidence demonstrates the increased cost of purchasing such items. Such payments shall be increased to one hundred seventy five dollars (\$175.00) as of January 1,

¹In order to receive the first longevity and all amounts thereafter, the Officer must have completed the necessary years of service. For example, to receive the longevity at the start of the sixth (6th) year of service, the Officer must have completed five (5) years of service.

2006, and to two hundred fifty dollars (\$250.00) as of January 1, 2007. We shall also direct such payments shall apply to all members of the bargaining unit including those maintaining the designation of Detective. These payments shall be made in the second week of January each year.

6. **Sick Leave Buyout**

We have considered the parties' positions in respect to the Union's proposal for a sick leave buyout when an employee retires or resigns. We conclude a sick leave buyout is fair, reasonable and consistent with conditions existing in comparable jurisdictions. In particular, we note the Town of Clarkstown provides its Police Officers compensation for unused sick leave at the time of resignation or retirement.² We also recognize the budgetary impact of such provisions. On balance, we shall Award the following provision be added to Article 12 effective January 1, 2006: Upon an employee's retirement or resignation with twenty (20) or more years of service, or upon disability retirement, the employee shall, in addition to all other benefits due him or her, be paid the value of his unused accumulated sick leave at the then

² Labor Contract Between Town of Clarkstown and Rockland County Patrolmen's Benevolent Association, Inc. For Clarkstown Police Department, January 1, 2005 - December 31, 2008 (Union Hearing Exhibit 15, page 8).

rate of pay up to a maximum of one hundred eighty days (180) days, according to, and as limited by, the following schedule:

Unused Sick Leave
Days At Retirement

days 0 - 30 get paid at 0%
days 31- 60 get paid at 50%
days 61- 120 get paid at 75%
days 121 - 180 get paid at 100%

This provision rewards Officers who have accrued time over a series of years. In particular, by increasing the value of these days when there is a greater number of accrued sick days, Officers are rewarded for excellent attendance. In turn, the Town benefits by lower overtime costs and increased productivity. Finally, by not compensating Offices for the first thirty (30) days, Officers are encouraged to accrue time and not be entitled to payment unless they have excellent attendance.

7. Retirement

We have considered the Union's proposal the Town establish benefits provided by Retirement and Social Security Law Section 341-j. That statute allows employees to receive additional retirement service credit for accumulated unused sick leave. Establishing this benefit in Orangetown will enable the Town to remain competitive in attracting and retaining qualified Police Officers. It

rewards Officers with an improved retirement who have accrued sick leave time on the books. Accordingly, we shall require the Town, as expeditiously as possible, but no longer than ninety (90) calendar days, take all necessary steps to allow employees to receive the benefits provided by that statute from the New York Policemen's and Firemen's Retirement System.³ We shall also provide any contributions required for employees to participate in such benefits be paid by the Town. Obviously, the cash out of sick leave in No. 6, herein, shall not diminish the benefit entitlement under this provision.

8. Compensatory Time

We have considered the Town's proposals to modify Article 13.2's system for taking compensatory time off in lieu of overtime payments. We conclude the Town's proposal to add a requirement of prior approval from the Department Head before taking compensatory leave is reasonable, and will promote efficiency in the Town's administration of assignments and assuring coverage of manpower needs. The employees' interest in having the compensatory time option is protected by existing language, which will continue, by

³ We note Retirement and Social Security Law Section 333 authorizes participating employers to elect to provide their employees with the benefits accorded state employees under Section 341-j.

which such requests will be denied only if the time off is not compatible with the operating needs of the Department. Accordingly, we will direct amendment of Article 13.2 to add the proposed requirement of prior approval from the Chief, or his or her designee, before taking compensatory leave.

We have also considered the Town's proposal to cap at forty (40) the number of hours an employee may convert into compensatory leave time in any given calendar year, equaling sixty (60) hours of compensatory time. We agree a cap is proper under the criteria. However, we conclude a cap of eighty (80) overtime hours per calendar year that may be converted, equaling one hundred twenty (120) hours of compensatory time, is appropriate and reasonable. Accordingly, such cap shall be awarded. We also shall require compensatory leave credits must be used within the calendar year earned, or else be paid to the employee in cash. We shall direct Article 13.2 be modified, accordingly.

9. Medical Insurance

We note the Union's claim regarding the cost of medical insurance and its proposal for Officers to pay a portion of the premium. However, the fact is such a payment is completely at odds with not only Rampao and Clarkstown, but with all of the police jurisdictions in the County.

However, we are persuaded the Town's request for a medical insurance buyout does make sense. We recognize the Union dissents from this proposal. However, we conclude the proposal is fair and reasonable. It will enable the Town to achieve increased economies in controlling its health insurance costs. It will also provide unit members an option to receive increased compensation where they can show they have comparable insurance in place from another source. Accordingly, we shall award a medical insurance buyout in accordance with the Town's proposal. However, we shall modify the proposal by requesting the Officer receive forty (40%) percent of the premium for the coverage he or she is eligible for and declines.

10. Retiree Medical Eligibility

We have considered the Town's proposals for Retiree Medical Coverage. We find current employees from the bargaining unit who later retire from Town service, should be eligible for Town-provided Medical Coverage upon retiring with ten (10) years' service to the Town and their being granted a retirement benefit from the New York State Retirement System.

However, new unit members hired after the date of this Award who later retire shall not be eligible for Town-provided Retiree Medical Coverage until they retire with

fifteen (15) years' service to the Town and have been granted a retirement benefit from the New York State Retirement System. We conclude these changes will enable the Town to remain competitive with other jurisdictions in attracting and retaining qualified Police Officers but will have a long term positive economic impact upon the Town. Those eligible for Disability Retirement shall continue to be eligible without a years of service requirement. We shall modify current provisions for Retiree Health Insurance, accordingly.

11. Personal Leave

We have considered the Town's proposal to modify the existing personal leave provisions of Article 10. We recognize the Union dissents from the Town's proposal. The panel concludes existing provisions should be continued for incumbent unit members, who presently receive seven (7) days' personal leave on January 1st of each year. However, for new employees hired after the date of this Award, we shall direct they each be credited with four (4) days' personal leave effective January 1st of each year, five (5) days' personal leave at the beginning of the second year of service, six (6) days at the beginning of the third year of service, and seven (7) days personal leave at the beginning of the fourth and subsequent years of service. We conclude

this schedule for new hires will permit the Town to realize reasonable economies, while bringing new Officers up to the same level of personal leave enjoyed by incumbents by their fourth year of service.

12. Vacation Accruals

We have considered the several proposals by the Town to revise existing provisions for vacation accruals. On balance, we find the Town's proposal for an annual buy-back opportunity is appropriate. Accordingly, we shall modify Article 8's existing provisions by adding the following provision:

An employee may elect to receive cash payment for up to forty (40) hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

As to all remaining disputed proposals, we find insufficient record basis to award a change in the status quo. Accordingly, we shall direct all other proposals of the parties, whether or not discussed above, are rejected.

AWARD

1. Term of Award

The term of this Award shall be from January 1, 2006 through December 31, 2007. Clauses in the existing Agreement shall be amended to reflect these dates.

MAR _____
Concur Dissent

RPB _____
Concur Dissent

2. Wages

Base wage scales shall increase by four percent (4%) effective January 1, 2006, and by four percent (4%) effective January 1, 2007. All steps shall be compounded. These increases shall be paid retroactively.

MAR _____
Concur Dissent

RPB _____
Concur Dissent

3. General Municipal Law Sec. 207-c Procedure

The parties shall implement for all current and future disputes the General Municipal Law Section 207-c procedure presently in use by the County of Westchester. The Town and Union shall meet, upon issuance of this Award, to determine the manner in which the Westchester process will be adapted and implemented. The parties will have forty five (45) calendar days after issuance of this Award to resolve any

disputes on how to adapt and implement the Westchester process in the Town. We shall retain jurisdiction to resolve any such disputes.

_____ MAR
 Concur Dissent

ARB _____
 Concur Dissent

4. Longevity

Article 6.3 of the Agreement is amended to substitute the following schedule of longevity increments effective January 1, 2007:

<u>Longevity</u>	<u>Increment Amount</u>
Start of Year	
6	\$2,000
7	2,200
8	2,400
9	2,600
10	2,800
11	3,000
12	3,200
13	3,400
14	3,600
15	3,800
16	4,000
17	4,200
18	4,400
19	4,600
20	4,800
21	5,000
22	5,200
23	5,400
24	5,600
25	5,800

However, no Officer shall have their current longevity diminished as a result of this new schedule.

MAR
Concur Dissent

RAB
Concur Dissent

5. Uniforms Allowance

Article 7.3 of the Agreement is amended to read as follows:

Effective January 1, 2006, members of the bargaining unit shall receive a payment of one hundred seventy five dollars (\$175.00) per year for purchase of equipment. Such payments shall be increased to two hundred fifty dollars (\$250.00) per year as of January 1, 2007. This equipment allowance will apply to all members of the bargaining unit, including those maintaining the designation of Detective. These payments shall be made in the second week of January each year.

This provision shall be implemented retroactively for 2006 and 2007.

MAR
Concur Dissent

RAB
Concur Dissent

6. Sick Leave Buyout

The following provision shall be added to Article 12 of the Agreement effective January 1, 2006: Upon an employee's retirement or resignation with twenty (20) or more years of service, or upon disability retirement, the employee shall, in addition to all other benefits due him or her, be paid the value of his unused accumulated sick leave at the then rate of pay up to a maximum of one hundred eighty (180) days, according to, and as limited by, the following schedule:

Unused Sick Leave
Days At Retirement

Days 0 - 30 shall be paid at 0%
Days 31- 60 shall be paid at 50%
Days 61- 120 shall be paid at 75%
Days 121 - 180 shall be paid at 100%

MAR _____

Concur Dissent

RAB _____

Concur Dissent

7. Retirement

The Town, shall as expeditiously as possible but no more than ninety (90) calendar days, take all necessary steps to allow employees to receive the benefits provided by Section 341-j of the Retirement and Social Security Law from the New York Policemen's and Firemen's Retirement System. Any contributions required for employees to participate in such benefits shall be paid by the Town.

MAR _____

Concur Dissent

RAB _____

Concur Dissent

8. Compensatory Time

Article 13.2 of the Agreement is amended by replacing the existing second and third sentences with the following language:

The employee may elect to take compensatory time off at the overtime rate instead of paid overtime; the employee must receive prior approval from the Chief, or his or her designee, to take compensatory time off. However, a request for

such approval will be denied only if the time off is not compatible with the operating needs of the Department.

Article 13.2 of the Agreement is further amended to add the following provision:

An employee may not convert more than eighty (80) overtime hours per calendar year, equaling one hundred twenty (120) hours of compensatory time. An employee must use all compensatory leave credits within the calendar year in which it is earned. If the compensatory time off is not taken, then the employee will be paid in cash at the rate of pay in effect for that employee on the date the overtime was earned.

MAR

Concur

Dissent

RRB

Concur

Dissent

9. Medical Insurance Buyout

Article 14 of the Agreement is amended to add the following new provision:

An employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

The employee will receive forty (40%) percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family).

Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five (5) business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

MAR

Concur

Dissent

RIB

Concur

Dissent

10. Retiree Medical Eligibility

Article 14.4 of the Agreement is amended to provide as follows: Current employees who later retire from Town service, shall be eligible for Town-provided Medical Coverage upon retiring with ten (10) years' service to the Town and being granted a retirement benefit from the New York State Retirement System. New employees hired after the date of this Award who later retire shall not be eligible for Town-provided Retiree Medical Coverage until they retire with fifteen (15) years' service to the Town and have been granted a retirement benefit from the New York State Retirement System. Those eligible for a disability retirement shall continue to be eligible without a years of service requirement.

MAR

Concur

Dissent

RIB

Concur

Dissent

11. Personal Leave

Article 10.2 of the Agreement is amended to provide incumbent unit members shall receive seven (7) days' personal leave on January 1st of each year. Employees hired after the date of this Award shall be credited with four (4) days' personal leave effective January 1st of their first year, five (5) days' personal leave at the beginning of the second year of service, six (6) days at the beginning of the third year of service and seven (7) days personal leave at the beginning of the fourth and subsequent years of service.

MAR _____

Concur Dissent

_____ BBB

Concur Dissent

12. Vacation Accruals

Article 8 of the Agreement is modified by adding the following provision:

An employee may elect to receive cash payment for up to forty (40) hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

MAR _____

Concur Dissent

_____ BBB

Concur Dissent

13. Other Proposals

All other proposals of the parties, whether or not discussed herein, are rejected.

_____	_____	<u>RB</u>	_____
Concur	Dissent	Concur	Dissent

DATED:

Michael A. Richardson
 Michael A. Richardson, ~~Esq.~~ Town Member,
 Interest Arbitration Panel ~~Member~~

STATE OF NEW YORK)
 Rockland) ss.:
 COUNTY OF NASSAU)

On this 19th day of July 2007, before me personally came and appeared Michael A. Richardson, Esq., Town Panel Member, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Donna A. Morrison
 NOTARY PUBLIC

DONNA A. MORRISON
 Notary Public, State of New York
 No. 01MO5081099
 Qualified in Rockland County
 Commission Expires June 30, 2011

DATED: 6/19/07

Richard P. Bunyan
Richard P. Bunyan, Esq. Union Member,
Interest Arbitration Panel

STATE OF NEW YORK)
 Rockland) ss.:
COUNTY OF ~~NASSAU~~)

On this 19th day of June 2007, before me personally came and appeared Richard P. Bunyan, Esq., Union Panel Member, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Julie Roaquin
Notary Public, State of New York
No. 01R06113920
Qualified in Rockland County
Commission Expires August 9, 2008

Julie Roaquin
NOTARY PUBLIC

DATED: 6/20/2007

Martin F. Scheinman
Martin F. Scheinman, Esq., Chairman,
Interest Arbitration Panel

STATE OF NEW YORK)
 Rockland) ss.:
COUNTY OF ~~NASSAU~~)

On this 20 day of June 2007, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Chairman, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Bruce M. Levine
NOTARY PUBLIC