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#### **Contract Database Metadata Elements**

Title: **New Castle, Town of and New Castle Police Benevolent Association (2005) (MOA)**

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Union: **New Castle Police Benevolent Association**

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See IA 1/1/05 - 12/31/09 Attached  
MOA 1/1/04 - 12/31/04 Attached

Pol 7418

This AGREEMENT, made and entered into on this day of December, 2001, by and between the Town of New Castle, a municipal corporation having its Town Hall at 200 South Greeley Avenue, Chappaqua, New York (hereinafter referred to as the Town), and the New Castle Police Benevolent Association, Inc., (hereinafter referred to as the Association).

WHEREAS, the parties desire to maintain harmonious relations and share mutual interest in regard to the public interest and safety; and

WHEREAS, the parties desire to record their understanding and agreement in regards to wages, standards, conditions of employment, procedures for disposing of grievances and disputes, and the other matters hereinafter set forth;

NOW, THEREFORE, the Town and the Association agree as follows:

### ARTICLE I GOVERNING LAW

The Agreement shall be governed by the Public Employees' Fair Employment Act of 1967, ("Taylor Law"), and the Civil Service Law of the State of New York, and any local laws and regulations of the Town, the County of Westchester and the State of New York, which are not inconsistent with the Taylor Law and Civil Service Law.

### ARTICLE II RECOGNITION

Section 1: The Town recognizes the Association as the sole and exclusive negotiating representative and bargaining agent for all employees. For the purpose of this Agreement, employees shall be defined as all sworn police officers in the Town Police Department, except the Chief of Police.

Section 2: The Association, collectively and for each individual employee, hereby affirms that it does not, and that they do not, and shall not assert the right to strike against the Town.

### ARTICLE III WAGES

Section 1: Effective January 1, 2002, the annual wages of employees covered by this Agreement shall be increased by 4.0% over wages as of December 31, 2001. Effective January 1, 2003, the annual wages of employees covered by this Agreement shall be increased by 4.25% over wages as of December 31, 2002.

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Said wage table shall be as follows:

	01/01/2002	01/01/2003
Police Officer Grade 4	42964	44790
Police Officer Grade 3	47086	49087
Police Officer Grade 2	51474	53662
Police Officer Grade 1	68492	71403
Detective	73284	76399
Sergeant	76711	79971
Detective Sergeant	80817	84252
Lieutenant	85614	89253

**Section 2:** Wages shall be paid by dividing the annual salary by the twenty-six pay periods in the year.

#### **ARTICLE IV** **WORK PERIODS**

**Section 1:** The work day shall be a consecutive eight (8) hours and twenty-five (25) minutes in a twenty-four (24) hour period, commencing with each employee's regularly assigned tour of duty.

**Section 2:** The work week shall consist of four (4) eight hour and twenty-five minute (8:25) tours, with fifteen hours and thirty-five minutes (15:35) off duty between each scheduled eight hour and twenty-five minutes (8:25) tour, and between the 0700-1500 hours shift and the 1500-2300 hours shift there will be seventy-two (72) hours off duty, between the 1500-2300 hours shift and the 2300-0700 hours shift there will be ninety-six (96) hours off duty, and between the 2300-0700 hours shift and the 0700-1500 hours shift there will be seventy-two (72) hours off duty. For new police officers attending the Municipal Police Training Course, the work week shall be the days and hours set by the Municipal Police Training Course if classes meet five consecutive days in a week.

**Section 3:** In consideration of this work schedule, employees shall be assigned for training for an additional three (3) eight (8) hour days per employee per year, and an additional three (3) eight hour and twenty-five minute (8:25) plug-in days per employee per year, for various assignments to be specified when such need arises, all according to the discretion of the Chief of Police. Such additional training days and plug-in days shall be without cost to the Town, and shall be subject to the provisions of Article V.

**Section 4:** For the purposes of this Article, an employee who is scheduled and desires to change a scheduled tour of duty, shall not be considered to have worked in excess of eight hours and twenty-five minutes (8:25) in any one work day. Any such proposed change in tour shall first be approved by the Chief of Police, whose sole criteria for approval or disapproval shall be the efficiency of the department.

**Section 5:** All shift assignments and duty schedules shall be posted in accordance with the terms of this Agreement, unless the Chief and the Association agree otherwise. Shift assignments and duty schedules shall be made on an equal rotating basis among all employees, except that the Chief may assign employees to desk duty at his discretion, and that the employees may volunteer to work a schedule that is not of equal rotation, provided that said employees shall not work in excess of the average days per year worked by employees who are assigned to the schedule set forth in this Article. Employees may be assigned to work a schedule not of equal rotation, if sufficient employees to fill such schedule cannot be obtained by volunteers; the Town shall assign employees to such a schedule on basis of lowest seniority.

**Section 6:** The parties agree that the Chief of Police, in the event of an actual emergency, has the right to suspend the work schedules during the period of that emergency.

## **ARTICLE V TRAINING DAYS AND PLUG-IN DAYS**

**Section 1:** No employee shall be required to report for training days or plug-in days while on vacation, on scheduled days off immediately prior to, during and immediately after a vacation, on paid holidays; nor on weekends in the case of training days, except on the mutual agreement of the employee and the Department. But in the instance where on a weekend, an employee is ordered in on a tour shortage, or does in fact work the full eight hour and twenty-five minute (8:25) tour on a shift shortage, said overtime will abide by those conditions set forth in Section 5 of this Article, if it is the initial overtime worked by that employee in that six (6) month period.

**Section 2:** When possible, the Department shall schedule training days and notify the employee thirty (30) days in advance of the training day dates. In the cases of plug-in days, the Department, whenever possible, shall notify the employee of scheduled dates no less than eight (8) working days in advance of said dates. The Department may change an employee's training days upon not less than fifteen (15) days notice to the employee. If the need arises, shorter notice may be given.

**Section 3:** When possible, employees shall not be scheduled for more than eight hours and twenty-five minutes (8:25) in a twenty-four (24) hour period, unless by the mutual consent of the Employee and the Department. In the event that such employee is scheduled for training after the 11 P.M. to 7 A.M. tour of duty, said employee shall be entitled to premium payment for all time scheduled in excess of eight hours and twenty-five minutes (8:25) in the twenty-four (24) hour period, with said time received at premium rate; but same shall not be deducted from training time, as set forth in Article IV, Section 3. In the event that an employee has worked a 11 P.M. to 7 A.M. tour of duty, said employee shall not be scheduled for a plug-in day immediately after the completion of that 11-7 tour, unless it is done by the mutual consent of both the Employee and the Department.

**Section 4:** No Employee shall be scheduled more than five (5) consecutive days as a result of a training day or a plug-in day, except when that employee is directed to attend an extended training course or program, or on the mutual agreement of the Employee and the Department. Employees who are directed to attend extended training, (more than one (1) day), shall be considered as working their normal work schedule during such extended training. In the event that the Employee's normal work schedule does not coincide with said extended training, such Employee shall not have more than one (1), or the normally scheduled work week days off charged as a training day, but shall be entitled to eight (8) hour times off, at a later date, for each remaining day off to which entitled under the normal work schedule.

**Section 5:** Except for those instances cited in Section 1, and unless an Employee is scheduled for other assignments by the Department, the first amount of overtime totaling eight hours and twenty-five minutes (8:25) at straight time rates worked by said employee in any one of three (3) four month periods of any calendar year, must be credited as a plug-in day for that Employee. Overtime accumulated in four (4) hour blocks, (such as when ordered in for a tour shortage), will also be counted accumulatively towards an Employee's plug-in day.

Upon the mutual consent of the Employee and the Department, an Employee may choose to work said plug-in days in advance of the schedule cited above.

## **ARTICLE VI** **PREMIUM RATE**

**Section 1:**

A. Employees who work in excess of the normal work day of eight hours and twenty-five minutes (8:25), shall be compensated in cash at the rate of time and one-half (1x1/2) for each hour or portion of an hour of overtime worked. All premium time shall continue to be calculated as under the previous Agreement which expired on December 31, 1991, the rate of payment being based on the salary of the year in which it was earned.

B. Employees who work a sixth (6<sup>th</sup>) day in any six (6) day work period, or who work overtime on a paid holiday, shall be compensated in cash at the rate of two (2) times their normal rate of pay for each hour, or portion of an hour worked.

C. Employees called back to work after completing their regular tour of duty, shall be paid for a minimum of four (4) hours at usual straight time for each occasion. Callback as used herein, shall include appearances at any court or administrative hearing, but not in the case where said employee is a defendant or witness for the defense in a Departmental disciplinary trial.

D. Employees required to work in excess of their regularly scheduled tour of eight hours and twenty-five minutes (8:25) of duty on a holiday, shall be compensated in cash for such overtime at the rate of two (2) times their usual rate of pay for each hour, or portion of an hour of overtime worked.

Section 2: An Employee, at his option, may elect to receive compensatory time in lieu of cash payment for overtime worked, at the same rate as above provided for cash payments, subject to the limitations set forth in Section 4 of this Article.

Section 3: Cash payment for overtime shall be made in the same pay period as earned, or in the following pay period.

Section 4: During his or her period of employment with the Town, each Employee will be allowed to accumulate an unlimited amount of overtime; however, it is the understanding that they may be paid for at completion of nineteen (19) years of service, or at retirement, or separation from this Department, a total of thirty (30) days of accumulated overtime; or in the case of those employees with an accumulation in excess of thirty (30) days, that figure listed in Appendix A; and in the case of those Employees with an accumulation in excess of fifty (50) days, a maximum cash payment of fifty (50) days, all cash payments for such accumulated time being made at said Employee's straight time rate of pay at that point in time. All other accumulated overtime will not be compensated for at the time, but will be taken off by the Employee in the form of compensatory time prior to the Employee's retirement or separation from the Department. It is thus incumbent upon the Employee that he or she, prior to separation or retirement from the Department, use all such overtime that is accumulated over and above that particular Employee's monetary cap or risk losing same.

**ARTICLE VII**  
**HOLIDAYS**

**Section 1:** For the purposes of this Agreement, the following days shall be considered holidays:

<b>New Year's Day</b>	<b>Independence Day</b>
<b>Dr. Martin Luther King's Birthday</b>	<b>Labor Day</b>
<b>Lincoln's Birthday</b>	<b>Columbus Day</b>
<b>Washington's Birthday</b>	<b>Veteran's Day</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Easter Sunday</b>	<b>Christmas Day</b>
<b>Memorial Day</b>	

**Section 2:** Whenever the Town shall grant additional time off for reasons of national, state or local commemoration, to Town employees other than the Police, such time off shall be considered in the same manner as holidays.

**Section 3:** Employees scheduled to work on Christmas Eve and New Year's Eve, shall receive four (4) additional hours of pay computed at said Employee's straight time hourly rate.

**Section 4: HOLIDAY PAY**

A. Each Employee shall be entitled to receive cash payments at his or her normal rate of pay, for thirteen (13) holidays per year whether worked or not.

B. An Employee who works on one (1) or more of the days designated as paid holidays, shall be entitled to receive, in addition to the regular rate of pay for that day and holiday pay for that day, an additional day's pay for working such paid holiday. Such payment, for holidays worked, shall be received by the Employee in the payroll period in which earned, or the next following pay period.

C. Employees shall receive payment for seven (7) paid holidays in June of each year, and payment for six (6) paid holidays in December of each year.

D. Employees, at their sole option, may elect to receive compensatory time in lieu of cash payment for holidays. Compensatory time shall be earned at the same rate as cash payment. Taking of such compensatory time shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied.

E. Those Employees who elect to receive time off in lieu of cash payment shall take such time off in the year in which the paid holidays are accrued. In the event that the employee does not take the time off for such holidays by December 31<sup>st</sup>, the Town shall pay the Employee for all unused holidays in the first pay period in January after that December 31<sup>st</sup> date, at a rate applicable in the year which it was earned.

1. This provision shall become effective on January 1, 1984, and all paid holidays accrued by employees prior to that date shall be due them, in cash (to a maximum of five (5) holidays paid in cash), or time off, prior to their separation.

## **ARTICLE VIII VACATIONS**

**Section 1:** Employees hired prior to January 1, 1997, upon completion of one (1) year of service to the Town and after said employee's probationary period, shall be granted vacation leave with pay at the rate of twenty (20) working days per year. Upon completion of ten (10) years, each employee shall be granted vacation leave with pay at the rate of twenty-four (24) working days per year. Such vacation leave may not be accumulated from year to year.

**Section 2:** Employees hired on or after January 1, 1997, upon completion of one (1) year of service to the Town, shall be granted vacation leave with pay at the rate of ten (10) working days per year. Upon completion of two (2) years, each employee shall be granted fifteen (15) working days paid vacation leave. Upon completion of three (3) years, said employee shall be granted twenty (20) paid working days vacation leave, and upon the completion of ten (10) years, the employee shall receive twenty-four (24) paid days vacation leave.

**Section 3:** Vacation leave shall be selected from any of the available work week segments posted for the lieutenants, detectives, and for each of the five uniform squads, subject to the approval of the Chief and the efficiency of the Department. Employees with less than ten (10) years of service to the Town shall select five (5) individual work week segments; those employees who have completed ten (10) years of service to the Town, will select six (6) individual work week segments.

Selections will be made in order of seniority by rank and then length of employment within each squad or unit, with each Employee selecting two (2) work week segments. After the junior Employee in each squad or unit has selected, the first or most senior Employee will again select two (2) more work week segments, with each other Employee consequently doing the same. In the third and final round of selections, the aforementioned procedure is again followed, but those Employees with ten (10) or more years make two (2) more selections, while those Employees with less than (10) years, make only one (1) more selection. In all instances, the individual work week segments selected by the Employee, can either run consecutively or not consecutively, according to the preference of said Employee.



Vacation selections by lieutenants and detectives will reflect any differences in work schedule from that of uniform patrol, in that the number of actual working days within each work week segment may differ, but the actual number of working days for vacation will remain in line with those figures cited in Section 1 of this Article, with odd vacation days being taken as individual days off.

**Section 4:** The Employee shall have the option of designating up to a maximum of four (4) vacation days, as individual days off each year. Said designated days may be accumulated annually, and shall be treated administratively like all other overtime and compensatory time. Due to the fact that there is no monetary reimbursement for any accumulated individual vacation days upon the Employee's separation from the Department, it is incumbent upon that Employee to use such accumulated time before any such separation.

**Section 5:** There shall be seven (7) vacation lists posted on the Police bulletin board no later than February 10<sup>th</sup> consisting of:

Lieutenants	-	One (1)
Patrol Squads	-	Five (5)
Detectives	-	One (1)

Preparation of the vacation lists, herein before referred to, shall be completed with due regard for the efficiency of the Department, and the preference of the Employees according to their seniority in rank within each individual working squad.

**Section 6:** Pursuant to the provisions of the Civil Service Law, an Employee shall be paid in cash at the time of retirement from the Town's service, the monetary value of the unused vacation time standing to his or her credit at the time and year of his or her retirement. In case of the death in service of any Employee, such payment shall be made to his or her beneficiaries.

## **ARTICLE IX**

### **PERSONAL LEAVE AND VETERAN'S DAYS**

**Section 1:** Each Employee shall have five (5) personal days paid leave per year, which shall not be deducted from any other benefit contained in this Agreement. Requests for personal leave shall be submitted in writing to the Chief for consideration not less than ten (10) days in advance of the requested date, and said Employee shall receive an answer to his or her request not less than five (5) days in advance of the requested date. Personal leave requests shall take precedence over requests for compensatory time off. Personal leave days not used by the end of the calendar year shall be carried over into the next year as sick leave, and shall be treated administratively as such. Except where permitted by the Chief, in his discretion, personal leave shall be non-consecutive and shall not be added to vacations.

**Section 2:** Employees who qualify under Section 63 of the Public Officer's Law of New York State, shall be entitled to compensatory time off for working on Memorial Day and/or Veteran's Day according to the following:

Memorial Day and Veteran's day not worked – eight hours and twenty-five minutes (8:25) of compensatory time off.

Either or both Memorial Day or Veteran's Day worked – sixteen hours and fifty minutes (16:50) of compensatory time off.

#### **ARTICLE X** **BEREAVEMENT LEAVE**

**Section 1:** In the event of the death of a member of an Employee's immediate family, said Employee shall be granted three (3) days off at no charge. For the purpose of this Section, immediate family shall be defined as spouse, son, daughter, mother, father, brother and sister.

#### **ARTICLE XI** **SICK LEAVE**

**Section 1:** Each Employee hired before January 1, 1977 shall have unlimited sick leave. Employees hired on or after January 1, 1977 shall have fourteen (14) days of sick leave as of January 1<sup>st</sup> of each year.

A. Employees hired during the year shall be granted one (1) day of sick leave for each full month remaining in that calendar year.

B. Employees may accrue from year to year an unlimited amount of sick leave.

C. For employees hired on or after January 1, 1977, in case of incapacitating injury or illness during the first ten (10) years of employment, employees may draw upon sick leave which will be due the employee in later years up to the tenth (10<sup>th</sup>) year.

(i) If an employee leaves the Department for any other reason other than their incapacitating illness or injury, and at the time of the employee's separation from service, he or she owes the Department sick leave, such leave being any sick leave taken from January 1, 1992 onward, due to drawing from same as provide for in Article XI, Section 1 (C) of this Agreement, that Employee shall reimburse the Town for those days owed, first drawing from any accumulated pay or time entitled to the Employee in question, and then if still necessary, said Employee directly reimbursing the Town for those days still owed at that rate of pay at which the remaining sick leave was taken.

(ii) If an Employee sustains any incapacitating injury or illness, or is of any physical condition which prevents he or she from performing their normal duties, said Employee may choose the following disability leave option as opposed to that cited in Section 1C of this Article. Said employee, upon exercising this option, may initially be allowed to take any unused personal leave days, holidays, vacation, accumulated compensatory time, sick leave, and overtime in that order, before taking an unpaid leave of absence up to a maximum duration of forty-five (45) calendar days. The employee has the option as to the amount of accumulated time used before taking the described unpaid leave. While on said unpaid leave of absence, that employee may remain on the Town's Health Insurance Plan, but he or she must compensate the Town for said coverage at the applicable group rate. An employee applying for time under the disability leave option described in this Section, must first have same agreed to by the Town Supervisor, whose approval shall not be unreasonably withheld.

**D. Abuse of sick leave will be grounds for disciplinary action.**

**E. Members of the bargaining unit shall be permitted to use five (5) days of sick leave per year in the event that an immediate family member becomes ill. (An immediate family member shall be defined as cited in Article X of this Agreement).**

**F. Effective January 1, 1997 and each year thereafter, if zero (0) sick days are taken in a calendar year, a member of the bargaining unit shall receive three hundred (\$300.00) dollars as a sick leave incentive. If said member takes one (1) sick day, he or she shall receive two hundred (\$200.00) dollars, and if two (2) sick days are taken in a calendar year, he or she shall receive one hundred (\$100.00) dollars, same to be payable by March 1<sup>st</sup> of the following year.**

## **ARTICLE XII SICK LEAVE BUY BACK**

**Section 1:** Effective January 1, 1988, employees with limited or accumulative sick leave will, upon retirement be reimbursed for all unused sick leave days earned from that date through December 31, 1994, based on the following schedule: 1-32 days - \$50 per day, 33-65 days - 30% of P.O. 1<sup>st</sup> Grade daily salary (\$58 per day), 66-98 days - 40% of 1994 P.O. 1<sup>st</sup> Grade daily salary (\$78 per day).

**Section 1A:** Effective January 1, 1995, employees with limited or accumulative sick leave, in addition to those accumulated from 1988 through 1994 that are eligible for reimbursement, will be reimbursed at a rate of 50% of a P. O. 1<sup>st</sup> Grade daily salary at retirement, for all sick time that is accumulated from January 1, 1995 through December 31, 1998.

**Section 1B:** All sick leave that is used, must first be deducted from any non-reimbursable sick time earned prior to 1988. When said time has been used, sick time is first deducted from those days designated as \$50 days, then 30% days and then 40% days before sick time is taken from those days designated for 50% reimbursement.

**Section 2:** Effective January 1, 1999 onward, all employees will be reimbursed for all unused sick leave days earned within each individual year, at a rate of 50% of PO 1<sup>st</sup> grade daily salary specifically for that year. Members may be reimbursed for said unused sick leave the first pay period in the January immediately following the year in question (at the previous year's rate) or may add same to those previous accruals to be reimbursed upon that member's retirement, at the rate of salary of a P.O. 1<sup>st</sup> Grade salary specifically for that year.

**Section 3:** Effective January 1, 2000 onward, employees may deduct from those sick leave buy back allotments accrued prior to January 1, 1999. Due to budgetary considerations, members interested in doing same must notify the office of the Chief of Police's by August of his or her intention to withdraw the monies in question the next calendar year.

**Section 3A:** In any instance in which a member deducts from those sick leave buy back allotments accrued prior to January 1, 1999 as per Section 4 of this Article, that member is in fact "cashing in" accumulated sick leave and by doing so, reducing the actual number of individual sick days. Subsequently, for any reduction in sick leave from that allotment accrued from 1988 through 1994, there will be a reduction of one sick day for every \$194 withdrawn; and for any reduction in sick leave from that allotment accrued from 1995 through 1998, there shall be a reduction of one sick day for every \$225 withdrawn.

**Section 4:** Effective January 1, 1999 onward, sick leave taken by an employee in a given year shall have same deducted from that year's total. Employees who exceed their annual allotment of sick leave, shall have all sick leave used in excess of that year's allotment deducted from any previous accruals as per Section 1B of this Article.

**Section 5:** Employees who had unlimited sick leave from January 1, 1988 to December 31, 1998, or any part of that period, will upon retirement be compensated for the total number of sick days saved annually between those dates based upon the following schedule:

0 sick days used - reimbursement of \$500, 1-\$450, 2-\$400, 3-\$350, 4-\$300, 5-\$250, 6-\$200, 7-\$150, 8-\$100, 9-\$50.

This annual cash allotment based on the number of days used is cumulative with each ensuing year's allotment being added to total amount. Effective January 1, 1999, employees who had unlimited sick leave shall have fourteen (14) day of sick leave as of January 1<sup>st</sup> of each year.

### **ARTICLE XIII** **LONGEVITY**

**Section 1:** Effective January 1, 2002, all Employees shall receive longevity benefits based on the following schedule:

- A. Upon completion of five (5) years of service, but not more than ten (10) years of service - \$550 per year.
- B. Upon completion of ten (10) years of service, but not more than fifteen (15) years of service - \$850 per year
- C. Upon completion of fifteen (15) years of service in the New York State Police & Fire Pension System, but not more than seventeen (17) years of service - \$1825 per year
- D. Upon completion of seventeen (17) years of service in the New York State Police & Fire Pension System - \$2225 per year.

**Section 2:** Effective January 1, 2003, all Employees shall receive longevity benefits based on the following schedule:

- A. Upon completion of five (5) years of service, but not more than ten (10) years of service - \$625 per year.
- B. Upon completion of ten (10) years of service, but not more than fifteen (15) years of service - \$925 per year.
- C. Upon completion of fifteen (15) years of service in the New York State Police & Fire Pension System, but not more than seventeen (17) years of service - \$1900 per year.
- D. Upon completion of seventeen (17) years of service in the New York State Police & Fire Pension - \$2300 per year.

**Section 3:** Computation of longevity allowance and increments shall commence with the first payroll period following said Employee's anniversary date, said anniversary date for steps A and B in Section 1 being considered the first day of work with the Town Police Department.

**Section 4:** Payment of the longevity allowance as computed in accordance with this Article shall be paid by a separate check on the first payroll period following the Employee's anniversary date. If an Employee terminates service to the Town prior to his or her next anniversary date, the Employee shall be paid a prorated portion of longevity, as part of the Employee's final payment by the Town.

**ARTICLE XIV**  
**UNIFORM ALLOWANCE**

**Section 1:** For Employees hired prior to February 1, 2000, the Town shall pay as a \$625 annually to each Employee who has completed one (1) year of service, but not more than fifteen (15) years of service in the New York State Police & Fire Pension System, for the purchase and maintenance of uniforms, equipment and appropriate apparel.

**Section 2:** For Employees hired on or after February 1, 2000, the Town shall pay \$550 annually, through a voucher system, to each Employee who has completed one (1) year of service, but not more than fifteen (15) years of service in the New York State Police & Fire Pension System, for the purchase and maintenance of uniforms, equipment and appropriate apparel.

**Section 3:** Employees hired prior to February 1, 2000, have the option of electing to receive the \$550 annually through the voucher system as described in Section 2 of this Article XIV. Any Employee electing to do so, may switch back to the \$625 annual payment at a later date, but he or she must advise the Town Comptroller's Office by July of the previous year.

**Section 4:** The Town shall pay the annual clothing allowance to all Employees the first pay period of each June.

**ARTICLE XV**  
**UNIFORMS AND EQUIPMENT**

**Section 1:** In addition to any other uniform allowance or benefit, if an employee's overcoat, in the determination of the Chief, is in need of repair or replacement, the cost thereof shall be borne by the Town and shall be paid upon the presentation of a voucher to the Town by the company claiming the amount of the bill, which voucher must be certified by the Chief, before payment shall be made.

**Section 2:** If there is a change in uniforms, or any additional uniform items of uniform are required by the Town, (using the uniform requirements of 1972 as a base), the cost thereof shall be paid by the Town.

**Section 3:** The Town shall, in the discretion of the Chief, pay the cost of replacing articles or Employee's uniforms, destroyed or rendered useless by reason of some occurrence which took place during the Employee's tour of duty, upon presentation of a voucher to the Town by the company claiming the amount of the article, which voucher must be certified by the Chief, before payment shall be made.

**ARTICLE XVI**  
**HEALTH AND WELFARE**

**Section 1:** The Town shall pay for and maintain coverage for each Employee and Employee's eligible dependents under the Municipal Employee's Benefit Consortium (MEBCO ALTERNATIVE PLAN), said program being administered by POMCO. However, said coverage shall be maintained at a level of benefits equal to or better than that level of benefits agreed to as of the date of this Agreement (SEE APPENDIX B). Said coverage shall be continued for retired Employees and their eligible dependents; however, such coverage will be the excess of any mandated coverage available through Federal or State sources, for example, Medicare or Medicaid, or subsequent employer.

**Section 1A:** In addition, the Town will reimburse only those retired employees listed in APPENDIX D for any increase over and above the initial flat dollar increase based on the medical component of the CPI, that is a condition of participation in the MEBCO ALTERNATIVE PLAN.

**Section 1B:** The Town may, however, change health insurance carriers provided that such carrier shall provide Employees and their eligible dependents and retired employees and their eligible dependents with at least the coverage as defined in this Article.

**Section 1C:** Starting July 1, 2002, the Town will provide a Section 125 Cafeteria Plan for all full time employees covered under this agreement pursuant to IRS Regulations.

**Section 2:** Effective January 1, 1991, the Town shall pay to the P.B.A the amount of 1.4% of Police Officer Grade 1 pay in 1991, and said percentage of Police Officer Grade 1 pay for each subsequent year thereafter. For administrative purposes, the Town shall pay the P.B.A one-twelfth ( $1/12^{th}$ ) of said amount each month, and any administration charges incurred upon billing for any of the designated benefits.

**Section 3:** The Association may elect to receive additional health and welfare coverage for the Employees and their eligible dependents, however, the liability of the Town for payment of such health and welfare coverage shall not exceed the amount specified under Section 2 of this Article. Any additional monies needed to cover the cost of such Association elected health and welfare coverage shall be contributed by the Employees through payroll deduction.

**Section 4:** In the event a member of the bargaining unit elects not to take the employer provided family health insurance coverage as provided for in this Article over a full calendar year, he or she shall receive a stipend of twelve hundred (\$1200.00) dollars. Said member must provide written proof that he or she has health insurance coverage in place to be eligible for this incentive. If at any time that member's alternative health insurance coverage is no longer available to him or her for any reason whatsoever, said member may rejoin the Town's health insurance plan as provided for members of this bargaining unit. In such event where a member does rejoin the Town program before the completion of a full

calendar year, said buyout payment would be prorated. Any and all payments as relevant to this section would be payable by March 1<sup>st</sup> of the following year.

## **ARTICLE XVII** **EDUCATIONAL PROGRAM**

**Section 1:** The Town shall pay the cost of tuition and books incurred by employees hired before December 31, 1976, for courses taken by employees to the extent that these courses are contained in a curricular for a degree of Police Science. One-half (1/2) of these costs shall be paid at the commencement of said course, and the balance shall be paid upon the successful completion of said course.

**Section 2:** In respect to employees hired after January 1, 1977, the cost to the Town of tuition and books shall be limited to the number of credits required for an Associate's Degree. In all other respects, the provisions of Section 1 of this Article shall apply.

**Section 3:** The Town shall budget annually for the implementation of this contractual benefit the sum of six thousand (\$6000.00) dollars, and the Town's cost per fiscal year shall not exceed six thousand (\$6000.00) dollars for the implementation of this benefit except as provided for in section 4 of this Article.

**Section 4:** If the Town shall spend less than six thousand (\$6000.00) dollars for fiscal year 1989, and any fiscal year thereafter, for benefits paid under Article XVII of this Agreement, the balance of funds not expended shall be available for the reimbursement of the cost of tuition and books for Employees taking courses contained in a curricular for advanced degree programs in Police Science Advanced Degree Programs. It is understood, that the annual dollars limitation shall not include carry-over proceeds in years that the specified amount is not spent. Advanced degree programs shall be defined as a Master's degree for Employees hired before December 31, 1976, and a Bachelor's degree for Employees hired on or after January 1, 1977.

**Section 5:** In addition to all other benefits and wages herein, for Employees hired before January 1, 1986, the Town shall pay ten (\$10.00) dollars per credit earned by an Employee in attendance at an accredited college or university up to a maximum of ten (10) credits. The Town shall pay five (\$5.00) dollars per credit for all college or university credits in excess of ten (10) credits. Any amounts payable hereunder shall be paid annually by July 1<sup>st</sup>, and shall be determined by adding all credits earned by each Employee from January 1, 1972, to the date of payment.

**Section 6:** In addition to all other benefits and wages herein, for Employees hired on or after January 1, 1986, when an Employee has received at a minimum an Associate's degree, the Town shall pay ten (\$10.00) dollars per credit earned by an employee in attendance at an accredited college or university up to a maximum of ten (10) credits. The Town shall pay five (\$5.00) dollars per credit for all college or university credits in excess of ten (10) credits. Any amounts payable hereunder shall be paid annually on July 1<sup>st</sup>, and



shall be determined by adding all credits earned by each employee from January 1, 1972, to the date of payment.

Section 7: In order to continue receiving dollars per credit compensation as described above, Employees receiving same must continue to take the courses necessary to achieve the appropriate degree as prescribed in Section 1 of this Article, at a rate of at least one applicable course every five (5) years.

### ARTICLE XVIII GENERAL MUNICIPAL LAW 207-c ADMINISTRATION

Refer to attached Appendix C.

### ARTICLE XIX GENERAL MUNICIPAL LAW 207-c ACCRUALS

Section 1: All members of the bargaining unit shall receive payment for all holidays, clothing allowance and longevity when receiving benefits pursuant to General Municipal Law 207-c or Worker's Compensation. In addition, a member of the bargaining unit shall receive all of his or her sick leave, personal leave or vacation days in the event a member of the bargaining unit is out three (3) occurrences or less, or sixteen (16) work days or less. In the event a member is out more than (3) occurrences or more than sixteen (16) work days, his or her personal days, vacation days, and sick leave days shall be prorated as follows: the number of days missed in a calendar year, divided by 225, multiplied by the actual number of personal, vacation and sick days due said member in that calendar year, with any adjustments being made to that member's leave days the following year. In the event that the member leaves Town service for any reason before such time that the adjustments can normally be made, said adjustments would be made against any current accruals, wages or benefits the member may be entitled to. The end result of any above calculations shall be rounded off to the nearest day.

### ARTICLE XX RETIREMENT BENEFITS

Section 1: The Town shall maintain the present retirement plan which it adopted and made effective as of April 1, 1970, (the non-contributory twenty (20) year retirement plan under Section 384-D of the Retirement and Social Security Law of the State of New York).

Section 2: Each employee shall be given terminal leave upon retirement, to be taken either in money or time off as follows:

- A. After twenty (20) years of consecutive service to the Town, four (4) weeks or the equivalent in money;
- B. After twenty-five (25) years of consecutive service to the Town, five (5) weeks or the equivalent in money;
- C. After thirty (30) years of consecutive service to the Town, six (6) weeks or the equivalent in money.

**Section 3:** Each employee with less than twenty (20) years of consecutive service to the Town, shall be given terminal leave upon retirement in either money or time off according to the following schedule:

10 years of completed service	- 10 days
11 years of completed service	- 11 days
12 years of completed service	- 12 days
13 years of completed service	- 13 days
14 years of completed service	- 14 days
15 years of completed service	- 15 days
16 years of completed service	- 16 days
17 years of completed service	- 17 days
18 years of completed service	- 18 days
19 years of completed service	- 19 days

**Section 4:** Employees hired prior to January 1, 1977, shall be paid terminal leave based upon completion of years of service with any police department in Westchester County. Employees hired after January 1977, shall be paid terminal leave in accordance with Section 2 hereof, based solely upon length of service with the Town.

**Section 5:** The Town agrees that if at any time in the future, Veteran's credit time is available by reason of legislative action on an individual cost basis, it shall consider the plan for employees eligible for Veteran's credit time.

## **ARTICLE XXI INDEMNIFICATION**

**Section 1:** The Town shall indemnify and hold harmless, any Employee from and against any and all liability arising from injury to person or persons or property, occasioned wholly or in part, by his or her act of omission, including any and all expenses incurred by the Employee in the defense of any claim or suit arising out of his or her performance of duty, on behalf of the Town, provided such payment is not unlawful.

**Section 2.** The Town shall provide legal service and assistance, and the cooperation of all personnel in the Department, in the defense of any claim or suit against any Employee acting in the performance of his or her duty.

## **ARTICLE XXII**

### **PROMOTIONS, GRADES AND ACTING RANKS**

**Section 1.** A table of organization shall be maintained containing a minimum number of employees in each rank as follows: one (1) detective, one (1) lieutenant, four (4) sergeants, and twenty-two (22) police officers.

**Section 2.** Employees assigned or promoted to a higher classification, whether permanent or temporary for a period of more than fifteen (15) days, (excluding regular vacations), shall be compensated at the rate of pay for such higher classifications.

## **ARTICLE XXIII**

### **CONDITIONS OF EMPLOYMENT**

**Section 1.** Duty schedules shall be posted for all employees. Such duty schedules shall provide each employee with an equal number of consecutive days off, subject to the needs of the Department as determined by the Chief.

**Section 2.** A minimum of three (3) months duty schedule shall be posted and maintained at all times.

**Section 3.** There shall be no fewer than four (4) men assigned to each tour, except in emergency situations.

**Section 4.** The Town, with the cooperation of the employees, shall maintain its facilities and equipment in a safe manner, so as not to endanger the health, welfare and safety of the employees or the public.

**Section 5.** The Town shall maintain sufficient lighting at all traffic posts as regular assignments during hours of darkness.

**Section 6.** All employees shall be allowed a forty-five (45) minute meal period. If an employee works overtime, he or she shall receive a second forty-five (45) minute meal period after the eleventh (11<sup>th</sup>) hour of work, but not later than the twelfth (12<sup>th</sup>) hour of duty.

**Section 7.** A seniority list shall be posted on the police bulletin board. Position on the seniority list shall be based on the date of initial employment with the Town Police Department.

**Section 8:** All letters of commendation shall be presented to the Town Board; posted on the police bulletin board, placed in the Employee's personnel file, and a copy is to be given to the Employee.

**Section 9:** Exemplary or outstanding police work, shall be written up by the ranking officer on duty, and presented in writing to the Chief. The Chief may, at his discretion, send copies to the Town Board, town newspapers, Westchester-Rockland Awards Committee, Tri-County Federation of Police, Inc., the Employee's personnel file, and to the Employee.

**Section 10:** The Town shall provide adequate and suitable office space and meeting room for the Association in the headquarters building, and shall also provide a bulletin board for use by the Association.

**Section 11:** The Town shall maintain and clean police vehicles inside and outside at least once a week. It shall be the responsibility of the Employee using the vehicle to leave it in a clean condition.

**Section 12:** All marked police vehicles shall be equipped with wire partitions between the front and rear seats.

**Section 13:** All police cars, as they are replaced, shall be equipped with air conditioning.

**Section 14:** Individuals who wish to volunteer to be "assigned off" on a contractual holiday may make written request to do so to the Chief of Police, not more than five (5) months, (nor less than four and one-half (4 ½) months), prior to such holiday. Such requests will be given fair and equitable consideration in the light of Department needs, scheduling requirements, and other requests for time off. In the event that no such written requests are received, the Chief reserves the right to "assign off" Employees whose services are not required on a contractual holiday on which they otherwise would have been scheduled to work. Such "assign offs" shall be handled in a fair and equitable manner and shall also conform to the terms of Article XXIII, Section 2.

**Section 15:** If an employee dies from any injuries incurred while in the performance of his or her duties as a member of the New Castle Police Department, or incurred while acting as a police officer whether on duty or off duty, the Town:

- A. Shall pay for the funeral expenses of the deceased Employee up to a maximum of ten thousand (\$10,000.00) dollars, less any monetary payment mandated for such purpose by any other outside government agency or government entity, and,
- B. Shall continue to provide health insurance coverage to all of the member's survivors that qualified as eligible dependents at the time of the Employee's death, as long as the survivors continue to satisfy all conditions and requirements regarding dependent eligibility that may apply if the deceased Employee were alive.

**ARTICLE XXIV**  
**GRIEVANCE PROCEDURES**

**Section 1:** The following procedures shall apply to the resolution of any alleged violation or breach of the Agreement, or any other grievance pertaining to the employment of an Employee hereunder:

- A. Within thirty days (30) after any such act occurs, the Association may submit a grievance in writing to the Chief, setting forth the nature and particulars of the grievance. Within five (5) days after the Chief has received such grievance, he or she shall meet with representatives of the Association to adjust or resolve the grievance. The Chief shall give a written reply to the Association within five (5) working days of such meeting.
- B. If the grievance is not resolved by the Chief to the satisfaction of the Association within ten (10) working days after the Chief receives such grievance, the Association may appeal the Chief's determination by presenting such grievance in writing to the Town Supervisor and the Town Board within five (5) working days thereafter. Within ten (10) days after the Supervisor and the Town Board receive such grievance, the Supervisor shall meet with the representatives of the Association to adjust or resolve such grievance. The Supervisor shall reply in writing within five (5) working days thereafter.
- C. If the Association is not satisfied with the answer, such grievance may be appealed to arbitration within fifteen (15) working days of the date of the Supervisor's reply.
- D. If a grievance has been submitted to arbitration, the parties shall utilize the arbitrator lists of the Public Employee Relations Board, or the American Arbitration Association, to resolve such grievance. The costs of the arbitrator shall be paid equally by the parties, and the decision of the Arbitrator shall be final, binding and conclusive. The Arbitrator shall not have the power to alter, amend, change, add to, or subtract from the provisions of this Agreement. The findings, decision, or award of the Arbitrator may be enforced by proper action in any court of competent jurisdiction.

**ARTICLE XXV**  
**CONTRACT NEGOTIATIONS AND ADMINISTRATION**

**Section 1:** Three (3) members of the Association Negotiating Committee, as may be designated by the Association membership, shall be granted leave or time off from duty with pay, for all meetings between the Town and the Association, for the purpose of negotiating the terms of a contract. When such meetings are scheduled to take place

at the time when any such designated members are on duty or scheduled to be on duty, they shall be given time off to attend such meeting without loss of benefits.

**Section 2:** One (1) member of the Association, as may be designated by the Association membership, shall be granted leave or time off with pay, for the purpose of attending local Association meetings, Tri-County Federation of Police, Inc., meetings, labor conventions, educational conferences, Police Conference of New York conventions, and any other conference, convention or dinner meeting as may be deemed important by the Association. Such time or leave shall not be deducted from any other benefit of such designated member. If a second member is designated by the Association membership to attend such conference, he or she shall provide the necessary replacement, subject to approval by the Chief, which shall not be unreasonably withheld.

#### **ARTICLE XXVI** **SEPARABILITY**

**Section 1:** Should any part hereof, or any provision contained herein be rendered or declared an illegal or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement, shall not invalidate the remaining portions thereof, provided, however, that upon such invalidation, the parties agree immediately to meet and negotiate substitution provisions for such parts or provisions rendered or declared to be illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE XXVII** **LEGISLATIVE APPROVAL**

**Section 1:** IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**Section 2:** If during the term of this Agreement, any legislation is passed by any national, state, county or local legislative body, affording further or greater benefits to the Association, then the Association shall be free to bargain for those benefits not automatically provided, upon written request to the Supervisor or Town Board, but

such bargaining shall not be subject to any compulsory arbitration provisions of the Taylor Law.

**ARTICLE XXVIII**

**COMPLETE SETTLEMENT**

Section 1. The parties agree that upon the execution of the contract, all issues between them are completely resolved, (other than filed grievances), and that they will not seek to negotiate on any additional issues during the life of this Agreement.

**ARTICLE XXIX**

**TERM OF AGREEMENT**

Section 1. The terms and conditions of this Agreement shall become effective as of January 1, 2002, and remain operative and in full force and effect by and between the Town and the Association for three years, up to and including December 31, 2003.

Section 2. This Agreement shall be automatically renewed from year to year hereafter, unless either party shall notify the other in writing no later than the first day of July of the terminating year, of said party's intention to change, alter, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

NEW CASTLE POLICE BENEVOLENT ASSOCIATION, INC.

BY: \_\_\_\_\_

JAMES D. CARROLL - PRESIDENT

DATE: \_\_\_\_\_

01/05/03

TOWN OF NEW CASTLE

BY: \_\_\_\_\_

MARION SINEK - TOWN SUPERVISOR

DATE: \_\_\_\_\_

1/07/03

**APPENDIX A**

**ACCUMULA**

**ERTIME AS OF DECEMBER 31, 1983 IN HOURS**

H. Peterson - 238

R. Breen - 47.25

J. Tully - 129.25

J. Baynes - 381.625

R. Desiderio - 663.875

P. Walker - 105.5

S. Clorofilla - 370.375

A. Mattucci - .25

S. Lagonia - 0

D. Mahoney - 65.75

J. Flynn - 0

R. Gile - 16

G. Walsh - 3.625

S. Wright - 0

J. Cindrich - 0

J. Vize - 22.875

B. Duda - 0

G. Beaumont - 62.25

A. Sadoff - 55.25

A. Cifelli - 5

D. Cannon - 22.125

S. Kaufman - 0

J.C. Carroll - 0

L. Green - 2.25



**APPENDIX B**  
**SUMMARY OF PLAN BENEFITS**  
**MEBCO ALTERNATIVE PLAN AS OF JANUARY 1, 1995**

**DEDUCTIBLES: \$200 Individual, \$600 Family.**

**MAXIMUM OUT-OF-POCKET COST: \$960 per year.**

**PPO COPAY: \$8 per service; \$16 maximum per provider visit.**

**RX DRUG PLAN: Mandatory Generic Substitution plan with \$5 copay.**

**MAIL ORDER DRUG PLAN: 90-day supply for \$2 copay.**

**IN-PATIENT MENTAL HEALTH:** 120 -days paid in full for General Hospital with additional days available under major medical maximum of \$450 per day.

Proprietary Hospital coverage for 120-days at \$450 per day.

**OUT-PATIENT MENTAL HEALTH:** Crisis intervention up to \$60 per visit for 3 visits, not subject to deductible or coinsurance.

**Other Out-Patient visits:**

1 thru 10: \$48

11 thru 30: \$40

Over 30: \$30

**IN-PATIENT SUBSTANCE ABUSE:** Detoxification paid in full at an Acute General Hospital for 49-days. Limit 3 stays per lifetime.

**OUT-PATIENT SUBSTANCE ABUSE:** 60 visits per year at an approved facility subject to an \$8 copayment.

## APPENDIX C

(REVISED 3/22/00)

### New Article Concerning Section 207(c)

#### **A. General Provisions**

1. **The following procedures are intended to better manage the administration of disability benefits for the Town's police officers and ensure that police officers who are entitled to such benefits receive them.**
2. **Police officers receiving benefits under GML 207(c) shall refrain from any activity which is inconsistent with their disabled status. Police officers receiving disability benefits will not engage in outside employment.**
3. **Police officers receiving GML 207(c) benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.**
4. **Police officers who fail to comply with these procedures may forfeit their rights to disability benefits. Any such forfeiture is subject to review solely as provided below.**

#### **B. Definitions**

1. **GML 207(c)**  
**The provision of the General Municipal Law which provides full salary and medical expenses to a police officer who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.**
2. **Chief**  
**The Police Chief or any individual designated by him/her.**
3. **Town Supervisor**  
**The Town Supervisor or any individual designated by him/her.**
4. **Applicant**  
**Any police officer making applications for benefits under GML 207(c).**
5. **Limited Duty**  
**Such duty as is determined by the Chief to be performable by police officers with some degree of disability. A unit member on limited duty that is detailed to any function or assignment that would require said member to leave the confines of the New Castle Police Headquarters, shall be in civilian clothes. If that function or assignment requires the use of a department vehicle, same shall be an unmarked vehicle. The parameters of limited duty shall be consistent**

with the medical evidence and the duties of a police officer as defined by civil service.

**C. Benefit Eligibility**

During the full period of absence pursuant to GML 207(c), the unit member will receive their benefits as follows:

- 1) **Wages and longevity (as referred to at Article II and IV of the collective bargaining agreement) pursuant to GML Section 207(c).**
- 2) **Health insurance coverage as referred to at Article XVI of the collective bargaining agreement, that the unit member had (family or individual) as of the date the 207(c) commenced, on the same terms as is provided to active members.**
- 3) **Such other benefits as are described at Article XIV, Section 1 of the collective bargaining agreement between the Town of New Castle and the New Castle Police Benevolent Association.**

**Section 2. Procedures**

**1. Application for Benefits**

a. **Unless it is not practicable, no application for disability benefits shall be considered unless a written incident report has been filed with the Police Chief or designee, or in their absence, the desk officer within twenty-four hours of the incident which gave rise to the disability or the onset of the injury, whichever is later. The incident report may be filed by the applicant or another police officer. The failure to submit an incident report within the twenty-four hour time limit may be excused by the Chief or his designee in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.**

b. **The application for benefits will be made on a form provided by the Chief and must be submitted back to the Chief's office within ten (10) days following the submission of the incident report. The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The application must include the following: (1) the time and place where such injury occurred; (2) a detailed statement of the facts and circumstances which led to the claimed disability; (3) the nature and extent of the applicant's injury including reports from all doctors or other medical personnel by whom the applicant was examined or treated; (4) the alleged incapacity suffered by the applicant; (5) the names of any witnesses to the incident which gave**

rise to the claimed disability. If any of the above is not available at the time the application is submitted, it is understood it will be made available as soon as practicable.

## **2. Determinations**

a. The Chief or his designee shall have exclusive authority to determine all applications for benefits. He shall review each application and have full authority to: (1) require the applicant to submit to medical tests and examinations; (2) require sworn statements from the applicant and all witnesses; (3) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.

b. Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave credits.

c. A determination shall be made by the Chief or his designee in writing and provided to the applicant within ten (10) days of the date of receipt of the application. If the Chief or a designee makes the initial determination that the police officer is not entitled to disability benefits, the police officer may challenge said determination in a court of law. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as result of time missed, which are determined to have resulted from the injury or sickness, will be recredited to the police officer.

## **3. Status Reports and Medical Examinations**

a. A police officer determined to be entitled to disability benefits will advise the Chief or his designee in writing of any change in his or her status, e.g. any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least on a monthly basis, or, if not available, as soon as practicable, even if there is no change in status. The report will state: (1) the status of the injury; (2) the name of any doctor or other medical personnel who examined or treated the police officer during that period; (3) the treatment prescribed; (4) the estimated length of the recovery period; (5) whether the police officer is capable of performing any work for the Department despite his/her injury.

b. A police officer receiving GML 207(c) benefits will submit to such medical examinations as are required by the Chief or his designee. Upon receipt of a medical report certifying that the police officer may perform full duty or limited duty, the police officer will return to duty if so ordered in

writing by the Chief or his designee. The Chief shall provide copies of the medical report to the unit member and his/her physician within seven (7) days of receipt. A police officer who refuses to return to work after being ordered to do so by the Chief of Police forfeits any rights to GML 207(c) benefits and may be subject to discipline. A police officer may, however, seek review of the determination of fitness for duty as provided below, during which time said officer will continue to receive benefits pursuant to GML 207(c) until a hearing is scheduled and the recommendations of the hearing officer are received by both parties.

4. Review of Determinations

a. A police officer who has been determined to be fit to return to full duty or limited duty status, may appeal the determination in writing within ten (10) days of receiving it. The appeal shall include a copy of the determination, all relevant facts, and the reason(s) the determination should be changed. Where the determination was rendered by the Chief or his designee, the appeal shall first be made to the Town Supervisor, who will render a determination, in writing, within ten (10) days of receipt of the police officer's appeal. In the event that the police officer disagrees with the determination of the Town Supervisor, he or she may request a hearing within ten (10) days of the receipt of the Town Supervisor's determination. The request for hearing, which shall be in writing, shall be submitted to the Office of the Town Clerk, with the Town Administrator being carbon-copied on said document. In those cases where an officer is out on a 207(c)-related injury on an intermittent basis, if the Town's Workers Compensation carrier makes the determination that the days(s) out are 207(c) related, the Town will accept this determination as final.

b. The hearing will be held before an independent hearing officer mutually designated by the Town and the PBA. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The police officer may be represented by counsel or a union representative. The police officer may cross-examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

If the Board finds sufficient reason, it may reject the findings and recommendations of the hearing officer. It must make such determination within thirty (30) days of receipt of the hearing officer's recommendation. In the event it makes such a determination, it shall hold a de novo hearing on the matter.

If the Board does not reject the findings and recommendations of

**the hearing officer, the final determination of the hearing officer may only be reviewed as provided for in Article 75 of the New York Civil Practice Law and Rules, and neither that determination, nor any other action taken by the Town pursuant to the provisions of this Article, may be grieved pursuant to the provisions of Article XVII of this Agreement.**

**(5) Payment for Medical Services**

**The presentation and payment of medical bills and the rendering of medical treatment shall be in accordance with the Worker's Compensation Law. Nothing shall be paid until Worker's Compensation makes a determination.**

**Approved:** \_\_\_\_\_

**Thomas Troetti  
Attorney, New Castle PBA**

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Craig Benson  
Attorney, Town of New Castle**

**Date:** \_\_\_\_\_

MAR-27-00 MON 11:52 AM JERRY PAIELLA

FAX NO. 914 238 2954

MAR-27-00 12:04P  
MAR-27-00 TUE 11:01 AM JERRY PAIELLA

FAX NO. 914 238 2954

p. 3, 7

*the hearing officer, the final determination or the hearing officer may only be reviewed as provided for in Article 75 of the New York Civil Practice Law and Rules, and neither that determination, nor any other action taken by the Town pursuant to the provisions of this Article, may be grieved pursuant to the provisions of Article XVII of this Agreement.*

**(6) Payment for Medical Services**

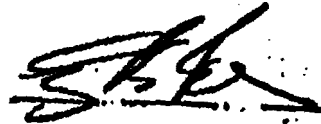
*The presentation and payment of medical bills and the rendering of medical treatment shall be in accordance with the Worker's Compensation Law. Nothing shall be paid until Worker's Compensation makes a determination.*

Approved:



Thomas Trost  
Attorney, New Castle PBA

Approved:



Craig Benson  
Attorney, Town of New Castle

Date: 3/27/00

Date: 3/27/00

**APPENDIX D**

**Barisch, Stephen**

**Carpenter, George**

**Desiderio, Robert**

**Florian, Peter**

**Fuchila, Steve**

**Gorey, Edward**

**Hunter, Douglas**

**Joslyn, Harold**

**Lowery, George**

**MacDonald, Martin**

**McVeigh, Patrick**

**Reich, Walter**

**Reinhardt, Norman**

**Sadoff, Andrea**

**Sobocinski, Robert**

**Tondra, John**



*Carroll Jr*

*Chabin  
Gerrard  
AYES ALL*

**STIPULATION OF AGREEMENT  
between the  
TOWN OF NEW CASTLE and the NEW CASTLE P.B.A.**

**PROCEDURE FOR STAFFING SUPERVISORY VACANCIES**

The Department shall schedule supervisory personnel (Lieutenant or Uniformed Sergeant) to each and every tour of duty, with the exception of twenty-six (26) tours per calendar year. When the Department receives notice that a given tour of duty is left unsupervised, the following procedures are to be utilized in the staffing of supervisory personnel (i.e. Lieutenant or Uniformed Sergeant) to fill such open tours:

A. Anticipated supervisory vacancies shall be defined as those tours where it becomes known at least eight (8) hours in advance that a tour of duty will not be staffed by a supervisor (i.e. Uniformed Sergeants and Lieutenants). Such vacant tour of duty shall be staffed with a supervisor in accordance with the procedures set forth in paragraph "C" below.

B. Unanticipated supervisory vacancies shall be defined as those tours where it becomes known less than eight (8) hours in advance, that a tour of duty will not be staffed by a supervisor. Such vacant tour of duty shall be staffed by a supervisor in accordance with the procedures set forth in paragraph "D".

C. Anticipated supervisory vacancies shall be distributed by use of a rotational list, which shall be maintained by the Administrative Lieutenant and administered in accordance with Department Memorandum 98-53. The rotational list shall initially rank all Lieutenants in order of seniority after which all Uniformed Sergeants shall be ranked in order of seniority. Said list shall be updated each time a name is removed or added to the rotational list due to promotion, reassignment, resignation or retirement.

(i) If contact is made with a supervisor, his or her name shall be placed at the rear of the rotation. If that supervisor agrees to work said vacant tour, his or her name shall be added to the Department's Officer Assignment Sheet for the tour in question.

(ii) If contact is not made, the Administrative Lieutenant will then attempt to contact the next supervisor in the rotation. Any supervisor who cannot be reached will maintain his or her standing in the rotation. The inability of the Lieutenant to reach a supervisor shall be noted in the overtime log.

**APPROVED BY  
TOWN BOARD**  
*[Signature]*  
*[Signature]*  
*[Signature]*

title pay for those hours worked as a tour supervisor.

- F. In those instances in which there is no Uniformed Sergeant assigned to supervise a patrol squad, but there is a Lieutenant or Uniformed Sergeant scheduled and on duty, the patrol tour shall be considered covered by a Tour Supervisor.
- G. No Lieutenant, Uniformed Sergeant or officer shall work any supervisor tour vacancy if he or she is ineligible due to existing departmental rules and regulations.
- H. A Uniformed Sergeant assigned to patrol may only switch tours with another Uniformed Sergeant assigned to patrol.
- I. Any dispute between the Town and the Police Association regarding utilization of the scheduling procedures only, as set forth in this agreement, shall be presented, heard and decided in arbitration in accordance with the grievance procedures of the parties' collective bargaining agreement.
- J. The Town and the Association agree that this Stipulation shall not be considered to be part of, or an amendment to, the collective bargaining agreement between the Town and the Association, or any extension, renewal and/or successor bargaining agreement, it being the intent of the parties that this Stipulation shall have a separate and independent existence apart from said collective bargaining agreement and shall not be subject to re-negotiation except by consent of both parties. The Agreement shall be enforceable in a Court of Law.
- G. The within Stipulation of Agreement shall be subject to approval by the New Castle Town Board. Upon approval by the New Castle Town Board, the action entitled, "Matter of the Application of the Police Association of New Castle for a judgment pursuant to Article 78 of the Civil Practice Law and Rules v. the Town of New Castle" (Index Number 11848/00), shall be discontinued with prejudice.

  
\_\_\_\_\_  
Gennaro Faella  
New Castle Town Administrator

  
\_\_\_\_\_  
James D. Carroll  
New Castle P.B.A. President

Date

1/08/03

Date

01/05/03

**MEMORANDUM of AGREEMENT between the TOWN of NEW CASTLE and the NEW CASTLE POLICE BENEVOLENT ASSOCIATION**

January 1, 2004 through December 31, 2004

**ARTICLE IV (WORK PERIODS)**

Add to

Section 5. This would be the case of the floating sergeant's position for any officers promoted to the rank of sergeant after January 1, 2004. If no volunteer materialized for that position, the junior sergeant promoted after said date would be assigned same for a period of no more than one (1) calendar year. At that time, if the floating sergeant chose to opt out of that slot, the next junior sergeant promoted after that date would then be assigned. This rotation would continue on an annual basis employing those first line supervisors promoted after January 1, 2004.

**ARTICLE XXIII (CONDITIONS OF EMPLOYMENT)**

Add new

Section 2A. A minimum of one (1) month's duty schedule shall be posted and maintained at all times in the case of the floating sergeant. However, the department may give reasonable notice of a change in schedule for said sergeant due to exigent or extenuating circumstances. The requirements of this section can be waived upon the mutual consent of the department and the floating sergeant.

*Janet L. Wells 4/8/04*  
\_\_\_\_\_  
JANET WELLS  
New Castle Town Supervisor

*JDC*  
\_\_\_\_\_  
JAMES D. CARROLL  
New Castle PBA President

APPROVED BY  
TOWN BOARD  
*April 13, 2004*  
.....  
*Linda Peterson*  
.....  
*Town Clerk*  
.....

**MEMORANDUM of AGREEMENT between the TOWN of NEW CASTLE and the NEW CASTLE POLICE BENEVOLENT ASSOCIATION**

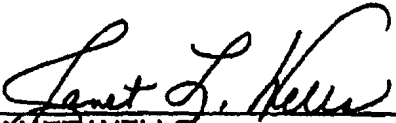
**January 1, 2004 through December 31, 2004**

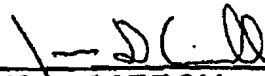
**ARTICLE III (WAGES)**

**Section 1. Effective January 1, 2004, annual wages of employees covered by this Agreement shall be increased by 3.8% over wages as of December 31, 2003.**

**Section 2. Increases as stated in section 1 of this Article shall be paid to the employees retroactively to January 1, 2004; same to be payable within thirty (30) days of this Agreement.**

Both parties agree that through the course of the year (2004), representatives of the Town and the PBA shall meet monthly to review the written document that presently constitutes the collective bargaining agreement between said parties. Needed revisions, omissions and clarifications will be effected in order to simplify and make clear the wording of said document without changing the intended meaning. All attempts shall be made to conclude the above by the end of September 2004.

  
\_\_\_\_\_  
JANET WELLS  
New Castle Town Supervisor

  
\_\_\_\_\_  
JAMES D. CARROLL  
New Castle PBA President

March 25, 2004

**APPROVED BY**  
**TOWN BOARD**  
*April 13, 2004*  
.....  
*Linda Peterson*  
.....  
*Paula Clark*  
.....

**MEMORANDUM of AGREEMENT between the TOWN of NEW CASTLE and the NEW CASTLE POLICE BENEVOLENT ASSOCIATION**

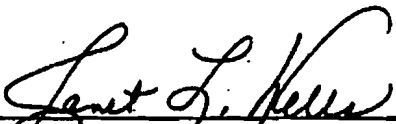
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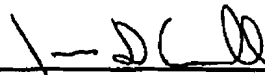
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\_\_\_\_\_  
**JANET WELLS**  
New Castle Town Supervisor

  
\_\_\_\_\_  
**JAMES D. CARROLL**  
New Castle PBA President

March 25, 2004

**APPROVED BY**  
**TOWN BOARD**  
*April 13, 2004*  
.....  
*Linda Peterson*  
.....  
*Paula Clark*  
.....

**MEMORANDUM of AGREEMENT between the TOWN of NEW CASTLE and the NEW CASTLE POLICE BENEVOLENT ASSOCIATION**

**January 1, 2004 through December 31, 2004**

**ARTICLE IV (WORK PERIODS)**


**Add to**

**Section 5. This would be the case of the floating sergeant's position for any officers promoted to the rank of sergeant after January 1, 2004. If no volunteer materialized for that position, the junior sergeant promoted after said date would be assigned same for a period of no more than one (1) calendar year. At that time, if the floating sergeant chose to opt out of that slot, the next junior sergeant promoted after that date would then be assigned. This rotation would continue on an annual basis employing those first line supervisors promoted after January 1, 2004.**

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**Add new**

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\_\_\_\_\_  
**JANET WELLS**  
New Castle Town Supervisor

  
\_\_\_\_\_  
**JAMES D. CARROLL**  
New Castle PBA President

STATE OF NEW YORK  
PUBLIC EMPLOYEE RELATIONS BOARD

-----x

In the Matter of the Interest  
Arbitration :

- Between -

: Case No.

IA-2005-021

TOWN OF NEW CASTLE

: M-2004-381

OPINION and AWARD

"Town" or "Employer"

:

- and -

:

POLICE ASSOCIATION OF NEW CASTLE

:

"PBA" or "Association"

:

-----x

APPEARANCES

For the Town

LITTLER MENDELSON, P.C.

Bruce R. Millman Esq., Counsel

Gennaro J. Faiella, Town Administrator

Louise Barbaro, New Castle Town Clerk

For the PBA

THOMAS J. TROETTI, Esq., Counsel

Thomas J. Troetti, Esq.

Steve Heady, President, New Castle Police Association

James Carroll, Vice President New Castle Police

Association

BEFORE: HOWARD C. EDELMAN, ESQ., NEUTRAL PANEL MEMBER  
CRAIG R. BENSON, ESQ., EMPLOYER PANEL MEMBER  
EDWARD W. GUZDEK, EMPLOYEE ORGANIZATION PANEL MEMBER





**HOWARD C. EDELMAN, ESQ.**

LABOR ARBITRATOR AND MEDIATOR  
119 ANDOVER ROAD  
ROCKVILLE CENTRE, NEW YORK 11570

TEL: (516) 764-4316  
FAX: (516) 764-2186  
E-MAIL: HCEARB@AOL.COM

AUG 29 2007

RECEIVED

August 23, 2007

Bruce Millman, Esq.  
Littler Mendelson  
885 3<sup>rd</sup> Avenue  
16<sup>th</sup> Floor  
New York, NY 10022

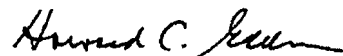
Tom Troetti, Esq.  
307 Tarrytown Road  
White Plains, NY 10603

**RE: Town of New Castle  
and  
Police Association of  
New Castle  
IA-2005-021  
M-2004-381**

Gentlemen:

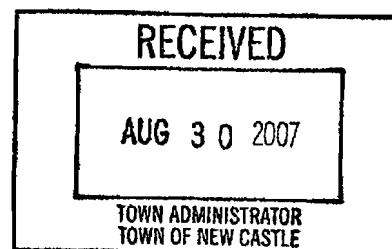
Enclosed please find my Opinion and Award in the above referenced matter. Also enclosed is my bill for services rendered.

Sincerely yours,



Howard C. Edelman

HCE/mh  
enclosures  
cc: Craig Benson, Esq.  
Ed Guzdek  
Richard Curreri,



STATE OF NEW YORK  
PUBLIC EMPLOYEE RELATIONS BOARD

-----X

In the Matter of the Interest  
Arbitration :

- Between -

: Case No.

IA-2005-021

TOWN OF NEW CASTLE :

M-2004-381

OPINION and AWARD

"Town" or "Employer" :

- and -

:

POLICE ASSOCIATION OF NEW CASTLE :

"PBA" or "Association" :

-----X

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BEFORE: HOWARD C. EDELMAN, ESQ., NEUTRAL PANEL MEMBER  
CRAIG R. BENSON, ESQ., EMPLOYER PANEL MEMBER  
EDWARD W. GUZDEK, EMPLOYEE ORGANIZATION PANEL MEMBER

**BACKGROUND**

The parties have negotiated a series of Collective Bargaining Agreements over a period of many years. The current Agreement expired on December 31, 2004. Negotiations for a new Agreement proved unsuccessful. So did mediation efforts. As a result the procedures set forth in Section 209.4 of the Civil Service Law ("Taylor Law") were invoked. Consequently, the undersigned Panel was constituted in accordance with the rules and regulations of the Public Employment Relations Board ("PERB"). Hearings were held before the Panel on May 17, 2006 and January 9, 2007. In addition the Panel met in executive session on January 17, 2007.

After the hearings were concluded, each of the parties authorized the Panel to render an Award covering a five (5) year period commencing on January 1, 2005 and ending December 31, 2009. Based upon that authorization these findings follow.

**POSITIONS OF THE PARTIES<sup>1</sup>**

**PBA**

The Association contends that its objective in

---

<sup>1</sup>To expedite this Opinion and Award, I have summarized the parties' positions.

negotiations is to obtain the "going rate" of salary increases for Police Officers in the nearby towns and municipalities. It argues that the "going rate" is a five percent (5%) increase in pay annually. In addition, it requests an increase of eighteen percent (18%) in the salary differential between Sergeant and that of Police Officer Grade 1; and thirty-three percent (33%) in the salary differential between Lieutenant and that of Police Officer Grade 1.

Further, the PBA proposes increases in the longevity allowance. The contractual longevity payments in the current contract are in whole dollar amounts which rise as officers' length of service increases. The new proposal would base the payments on a percentage of salary for First Grade Police Officer.

In addition, the Association's proposals call for a new salary benefit - a shift differential of seven percent (7%) for hours worked between 1445 and 2310 hours and ten percent (10%) for hours worked between 2245 and 0710 hours.

It is the PBA's opinion that the Town can well afford its salary and longevity proposals. Association witness Edward Fennel testified that the Town had a General Fund balance of more than seven million dollars

in 2004, which he contends is "very high". PBA Exhibit 42, shows that on December 31, 2005, the end of its fiscal year, the Town's total fund balance was \$8,636,609.

Another exhibit offered by the PBA (PBA Exhibit 21) is a copy of a March 7, 2005 newspaper article stating that Westchester County property tax rates for New Castle Town declined by five and 4/10 percent (5.4%) from 2004 to 2005 as a result of changes in property values and tax burdens throughout the County.

Another news article introduced by the PBA (PBA Exhibit 19) is from the "New Castle News", a publication of the Town Board of New Castle, dated April 2005, which declares that the town's Bond rating by Moody's Investor Service is Aaa. The article includes the following paragraph:

In its announcement, Moody's stated, "This rating was based on the town's consistently sound financial operations supported by ample levels of fund equity, and affluent, suburban tax base and a low debt burden." The median family income of New Castle is \$174,579.

Thus, the Association avers that the Town is wealthy, that it has a very low debt ratio, a very high collection rate of property taxes, as well as a diverse tax-paying base. In short, the PBA believes the Town

has the ability to pay its salary and longevity requests. Moreover, it asserts that its proposals are reasonable and in line with increases granted to Police Officers in other nearby Towns and Villages.

Concerning leaves, the Association makes a series of proposals to increase the number of leave days. These proposals would:

- a) increase paid holidays by two (2) days;
  - b) increase vacations for employees with ten (10) or more years of service by six (6) days;
  - c) increase personal leave by two (2) days;
  - d) increase bereavement leave by three (3) days;
- and,
- e) create a child care leave benefit of 5 days for the birth or adoption of a child.

In addition, the PBA seeks to increase the number of vacation days for which an Officer may receive cash payment; to delete from the contract the provision which prohibits vacation leave from being carried over to the following year; and to add a new provision to allow an Officer to work up to eight (8) days at straight time, in lieu of vacation. Furthermore, the Association calls for a change in procedure for approving employee requests for personal leave.

On the issue of bereavement leave, the PBA seeks to expand the definition of the term "immediate family" to include specified in-laws. Concerning payments to Officers who use few or no sick days in any year, the Association proposes to change the payments from flat dollar amounts to percentages of the Officer's annual salary; and, also, to increase the number of sick days that may be taken without losing eligibility for payment. With respect to "Sick Leave Buyback" the Association requested a reimbursement rate of 100% of the Officer's daily rate of pay.

The PBA contends that its leave proposals are comparable with leave levels and practices in surrounding towns and communities.

Regarding the Health and Welfare Fund benefits, the Association requests an increase in the Employer's contribution from 1.4% to 3% of "Police Officer Grade 1 pay" each year to the Welfare Fund.

With respect to the Educational Program, the Association suggests a change in the first sentence of Article XVII, Section 1 which deals with the method of paying the cost of tuition and books incurred by Officers who were hired before December 31, 1976. The change would:

a) remove the restriction that section 1 only apply to employees hired before December 31, 1976;

b) remove the restriction that the Employer is only liable for tuition and book costs for courses that are contained in a curricular for a degree in Police Science; and

c) would require the Employer to pay the cost of tuition and books incurred by employees for courses taken by those employees that are related to the performance of daily Police Department functions.

As to the death benefits detailed in Article XXIII, Section 15, the PBA seeks to make all employees eligible for those benefits while they are employed by the Town. Currently the benefits are only paid if the employee dies as a result of:

injuries incurred while in the performance of his or her duties as a member of the New Castle Police Department, or incurred while acting as a police officer whether on duty or off duty...

In addition, the Association proposes adding a new section to Article XXIII, which would create an EMT stipend in the amount of twelve hundred fifty (\$1250) dollars, and an EMT-D stipend in the amount of two thousand (\$2000) dollars.

Finally, the PBA asserts the need for a new article



to the contract to define past practices.

In sum, the PBA contends that its proposals are reasonable and supported by the record adduced at the hearings. Accordingly, it asks that they be awarded as presented.

**The Town**

The Town acknowledges it has the ability to pay reasonable increases. However, it submits, it cannot afford the improvements sought by the PBA.

The Town contends that its fiscal condition is not as favorable as the PBA suggests. For example, it notes that health insurance costs have been increasing at a high rate for several years. Moreover, it argues that the PBA bargaining demands, if granted, would result in salaries and benefits for New Castle Police Officers which are out-of-line with the surrounding Towns.

Regarding "comp time" carryover, the Town proposes eliminating the carryover from year to year. Instead of carrying "comp time" over to the next year, the Officer would be required to cash it in or use it by year end, according to the Town.

The Town's position on unlimited overtime accrual is also to eliminate it. Officers should be required to cash in overtime at the end of the year, it insists.

Article IV, Section 3 specifies that Police Officers will be assigned three additional eight (8) hour training days per year and three additional eight hour and twenty-five minute (8:25) plug-in days per year. The Employer seeks to increase training and plug-in days by 6 days per year, for a total of 12 per year. The Town contends that the current 6 plug-in and training days are not enough days to provide for all its training needs. It points out that a Police Officer actually works 190 days per year after accounting for vacation days, personal days and an average of 6 sick days taken per year. Town Exhibit 31. It further argues that while Police Officers in New Castle work a longer work day, they have the shortest work schedule of all the towns in the surrounding area.

Concerning pay for working on holidays, the Employer proposes a reduction in the number of days for which triple time is paid. According to the Town, Officers in New Castle have thirteen (13) Holidays which require triple time pay for working. The Town would reduce that to five days and would pay all other holidays at double time. The Town avers that the none of the other Towns in the area pay triple time for more than 5 holidays. Town Exhibit 7.

With respect to employee contributions for Health Insurance, the Town seeks to have Police Officers pay 15% of the premium. The Employer points out that the Town employees who are represented by the CSEA currently pay 15% of the premium cost.

Town Exhibit 9 indicates the Employer's premium rates, per employee, since 1995 for Alt. Family Plan. The cumulative increase in premium since 1995 is 159.77%, the Town notes. In 2001 the premium rate was \$630.00, in 2006 the rate was \$1,158.56, a dollar increase in rates of \$528.56, it points out. The Employer contends that Health Insurance premiums are expected go up by 11% or more in the future according to a study by the Kaiser Family Foundation. Town Exhibit 8.

Moreover, the Town notes that Police Officers in Scarsdale, Larchmont, Mamaroneck, Bronxville, Rye City and Pelham Manor contribute to the cost of their health care. Town Exhibit 16. At the hearing the Town asserted that the trend across the country is for employees to contribute towards the cost of their health insurance and, further, that sixteen percent (16%) of employees contribute towards individual coverage and twenty-five percent (25%) contribute towards family coverage.

As to benefits to Police Officers under Section

207[c] of the General Municipal Law, the Town seeks to reduce accruals to the levels required by said provision.

The Employer argues that Article XXIII Section 1, Section 5, Section 12, Section 13 and Section 14 should all be removed from the Collective Bargaining Agreement because, in the Employer's view, they are non-mandatory subjects of negotiations.

Finally, the Town requests the removal of Article VI, Section 1 B in the Collective Bargaining Agreement. This section requires the employer to pay premium pay to employees who work a sixth (6<sup>th</sup>) day in any six day work period.

In sum, the Town asserts its proposals properly balance the needs of Police Officers with its rights and obligations. Accordingly, it asks that they be awarded as indicated above.

#### **DISCUSSION AND FINDINGS**

Several introductory comments are appropriate. As the parties are aware, the Panel derives its authority from Section 209.4 of the Civil Service Law of the State of New York ("Taylor Law"). That provision sets forth the criteria the Panel must apply in rendering a just and

proper determination. These criteria are:

- a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with 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 interest and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of the 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 the 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.

Section 209.4(V) of the CSL

Accordingly, and based solely on these criteria and the evidence adduced at the hearings, the Panel makes the following findings.

**1. Term of the Award**

The Taylor Law prohibits an Award exceeding two years, absent the agreement of the parties. In the instant case, each of the parties has authorized the Arbitration Panel to render an award covering a five (5) year period, i.e. January 1, 2005 through December 31,

2009. Moreover, this finding makes labor relations sense, especially since the prior Collective Bargaining Agreement expired some two and on-half years ago. Accordingly, the term of this Award is from January 1, 2005 through December 31, 2009.

## **2. Wages**

Wages are the most significant economic factor in the Panel's findings. They represent the largest cost item to the Employer. They are the basic term and condition of employment for bargaining unit members.

There is no doubt that the Town has the ability to pay reasonable wage increases. As the testimony and supporting documentation submitted by the PBA demonstrates, tax rates in the Town are moderate. Moreover, in 2005 Westchester County property tax rates for New Castle Town declined by five and 4/10 percent (5.4%) from 2004 to 2005 as a result of changes in property values and tax burdens throughout the County. PBA Exhibit 21.

The Town submitted a comparison of itself with nine (9) other communities in Westchester County, which showed that New Castle's per capita income was \$73,888, versus the average of \$71,127; while New Castle's Median Family

income was \$179,778 versus an average of \$159,465 whereas the median house value in New Castle was \$665,184 compared to an average of \$665,184. Town Exhibit 2.

Among all the Towns in Westchester County, the town of New Castle ranks #1 in Median Household income, #1 in Median Family Income and #2 in Per Capita Income. PBA Exhibit 15f. Clearly the Town has above average wealth.

Also, the Town appears to be fiscally sound and its budgets reflect prudent financial management. Witness Fennell testified that the Town has had a General Fund surplus of between six million dollars (\$6,000,000) and seven and eight-tenths million dollars (\$7,800,000) for several years.

In the 2004 year, the Town had a General Fund surplus of approximately 48% according to the PBA. Manifestly, this was a substantial surplus.

The Town noted that \$1,355,000 of the 2005 total fund balance of \$8,636,609 was designated to be used in the 2006 fiscal year.

In 2005 the Town received a Bond rating, from Moody's Investor Service, of Aaa. PBA Exhibit 19.

Based upon this record, the Panel concludes that the Town has the ability to pay the award herein and further,

there is no evidence that the interests and welfare of the public will be jeopardized by this Award.

The Employer argued that its health insurance costs have been rising significantly over time. It introduced evidence demonstrating that Health Insurance premiums are expected go up by 11% or more in the future, according to a study by the Kaiser Family foundation. Exhibit Town 8.

While its true that its health insurance costs have been rising, it is also true that health insurance costs for all the other communities in the area have been increasing at the same rate. Consequently, the increase in medical costs is not a basis to grant salary increases below those received in surrounding communities. Moreover, the Panel addresses the Town's proposal concerning medical insurance in Section 3, below.

The Association contended that its objective in negotiations is to obtain the "going rate" of salary increases for Police Officers in the nearby towns and municipalities. It proposed five percent (5%) annual raises in salary for all employees. In addition to salary increases, the PBA proposed raises in the salary differential between Sergeant and Police Officer Grade 1; and between Lieutenant and Police Officer Grade 1;



improvements in the longevity allowance and the creation of shift differentials for hours worked between 1445 and 2310 hours; and between 2245 and 0710 hours, of seven (7%) and ten (10%) respectively.

As to the PBA's salary proposals, it contended that five per cent (5%) annual increases are needed to remain competitive with surrounding communities.

The Employer argued that the PBA's salary package is excessive; it believed the "going rate" is considerably less than five percent (5%). Moreover the Town contended that any salary increase is contingent on an accommodation, by the Association, on the number of working days and by contributions from Officers toward health insurance.

Both the Employer and the PBA submitted copious evidence concerning salaries for Police Officers in the surrounding towns and villages. They disagreed as to which of those communities New Castle should be compared. The Town advocated a comparison to a larger number of communities than did the PBA. While both agreed that the towns and villages were appropriate for comparison; they disagreed about whether or not to include the cities of New Rochelle and Rye.

The Panel need not address the issue of whether the

cities of New Rochelle and Rye should be removed from our consideration. This is so because removing the two cities from the comparison changes the overall average salary computation by a very small percentage, and thus, has no impact on the calculation of the median salary increases.

The Town submitted two exhibits (numbers 32 and 33) which provided comparisons for nineteen (19) communities in 2005 and twenty (20) in 2006. In 2005, three communities, Harrison, Rye (city) and Mt. Pleasant negotiated so-called "split" salary increases. That is, the salary increase came in two parts, an initial raise in January, followed by another increase in June or July.

For example, the Police Officers in Mt. Pleasant received a two percent (2%) salary increase in January 2005 and a further two percent (2%) increase in July 2005. For the entire year, the employees received a four percent increase in their rate of pay; however, each employee only received a three percent (3%) increase in his/her salary income for the year 2005. Moreover, the employer would have only experienced a three percent (3%) increase in salary costs for the 2005 calendar year.

However, the employer's cost saving was short lived. In 2006 the employer would pay the full cost of the 2005

increase, as well as the four percent (4%) increase that it negotiated for the 2006 year.

Town Exhibits 32 and 33 make an attempt to account for the employers' savings by averaging the two "split" increases. While the short term cost savings are very real, they only take place in the year the split occurs. Moreover, they do not reduce the employees' salary rates.

Therefore, the Panel has made comparisons using both the "average" as computed by the Town in Exhibits 32 and 33 and also by using the "nominal" increase for the Police Officers in Harrison, and Mt. Pleasant in 2005 and for the Officers in Scarsdale in 2006.<sup>2</sup> The "Nominal" increase is the sum of the two "split" increases. The table on the page 17 shows the difference between the Town's "split" methodology (labeled, "Town Average" in the Table) and the "nominal" increase for each municipality that bargained for split increases in either 2005 or 2006. The table omits New Rochelle and Rye because they are not included in the Panel's comparisons, herein.

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<sup>2</sup>Rye City, which negotiated "split" increases in 2005 and 2006 were included in the Town's calculations, but are omitted here as the Panel decided to omit the two cities from its consideration in this proceeding, as noted above.

Nominal Salary Increase Compared to Split Increase						
					Town	Nominal
MUNICIPALITY	JAN	JUN	JUL	DEC	Average	Average
2005 Increase						
Harrison	3.75%		0.25%		3.88%	4.00%
Mt. Pleasant	2.00%		2.00%		3.00%	4.00%
2006 Increase						
Scarsdale		2.25%		2.25%	3.40%	4.50%

In calculating overall average increases for Police Officers in each of the communities listed in Exhibit 32 and 33, covering 2005 and 2006, respectively, the Town concluded that the average salary increases for Police Officers were as follows:

	<u>2005</u>	<u>2006</u>
City/Town:	3.62%	3.84%
Village:	3.91%	3.82%
Overall:	3.77%	3.83%

The PBA, using its preferred methodology, concluded the Police Officer average salary increases were:

	<u>2005</u>	<u>2006</u>
Towns	3.78%	3.99%
Towns/Villages	3.86%	4.00%

The Panel calculated average increases and median salary increase using the "nominal" increase methodology, as explained above. In addition, as noted, the Panel

omitted the cities of New Rochelle and Rye from its computations. Thus, the Panel's computations included all the communities included in Town Exhibits 32 and 33, except the cities of New Rochelle and Rye; to wit: Ossining, Mamaroneck, Greenburgh, Eastchester, Harrison, Yorktown, North Castle, Bedford, Mt. Pleasant, Scarsdale, Irvington, Mount Kisco, Ardsley, Hastings, Port Chester, Larchmont, Rye Brook, Bronxville, Tarrytown, and Croton.

The results of the Panel's calculation for 2005 are summarized below:

<b>Average and Median Increases</b>			
<b>Calculated by Arbitration Panel</b>			
	<b>2005</b>	<b>2006</b>	
<b>Average Increase</b>	3.87%	3.94%	
<b>Median Increase</b>	3.90%	3.95%	

Neither the Association nor the Employer calculated median increases. The Panel did so, because the median shows the actual middle, or mid-point, of a range of data. In this case, the difference between the mean or average and the median is extremely small, which indicates that the data range is not skewed either towards the high end nor the low end.

As to 2007 and 2008, the PBA submitted several Collective Bargaining Agreements and Memorandums of Agreement, listing salary increases in some of the

surrounding communities for these years which are summarized in the table below. Note that all five of these communities are included on Employer Exhibits 32 and 33.

<b>Percentage Increases</b>			
<b>Police Officer Salaries</b>			
<b>MUNICIPALITY</b>	<b>2007</b>	<b>2008</b>	
Eastchester	3.90%		
North Castle	4.25%	4.25%	
Bedford	3.75%	3.75%	
Mt. Pleasant	4.00%		
Hastings	4.00%		
<b>Average</b>	<b>3.98%</b>	<b>4.00%</b>	
<b>Median</b>	<b>4.00%</b>	<b>4.00%</b>	
<b>The information in this table is based on</b>			
<b>PBA Exhibits 23, 25a, 27, 28c, and 34</b>			

Using the information in Town Exhibits 32 and 33 and in PBA exhibits 23, 25a, 27, 28c and 34, and using the "nominal" methodology for years 2006 and 2007, as detailed in previous pages, the Panel constructed the table below, showing increases in Police Officer salaries for 2005, 2006, 2007 and 2008. While there is limited data for 2007 and only two (2) data points for 2008, those increases appear to be in line with the more extensive data for 2005 and 2006.

<b>Average and Median Increases</b>				
<b>Calculated by Arbitration Panel</b>				
	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
<b>Average Increase</b>	3.87%	3.94%	3.98%	4.00%
<b>Median Increase</b>	3.90%	3.95%	4.00%	4.00%

Based on all the information submitted to the panel, as summarized above, increases for Police Officers in the various communities in the surrounding areas of Westchester fell within a narrow range in each of the years for which data was submitted. In 2005, the average increase was 3.77% using the Town's method or 3.85% using the Panel's method (which omits the cities of New Rochelle and Rye, and adjusts for "split" increases as detailed above) and 3.86% using the PBA's approach. The median increase as computed by the Panel for 2005 was 3.90%. In 2006, the average increase, as calculated by the Town was 3.83%; it was 3.94% as computed by the Panel, and 4.00% as the PBA figured it. The median in 2006 was 3.95%. There were no "split" increases in 2007. Consequently the average increase was 3.98% and the median increase was 4.00%. While there were only two (2) settlements submitted into evidence in this proceeding for 2008, those two settlements had both an average and median increase of 4.00%

No matter which method is used to compare the data,

the PBA's proposal for a five per cent (5%) increase is well above the "going rate" in the surrounding communities. Moreover, the Association's proposal is well above any salary increase listed in the data submitted to the Panel in this proceeding. Furthermore, there is no evidence before the Panel to warrant awarding salary increases above the average or median increases in comparable jurisdictions.

Therefore, based on all of the evidence presented to us, the Panel concludes that the increases in salary specified below are fair and equitable to both the Town and to the Police Officers, are very close to the midpoint of increases granted to Police Officers in comparable jurisdictions in the surrounding area, and comply with the criteria listed in Section 209.4(V) of the Civil Service Law.

Accordingly, we award salary increases as follows:

Effective January 1, 2005	3.90%
Effective January 1, 2006	3.90%
Effective January 1, 2007	3.95%
Effective January 1, 2008	3.95%
Effective January 1, 2009	3.95%

Concerning other items, the PBA sought to create a specified percentage differential between Sergeants and Police Officers, grade 1, of eighteen percent (18%) and



a differential of thirty-three percent (33%) between Lieutenants and Police Officers, Grade 1. Based on the 2003 Salary schedule, the actual percentage differences, as calculated by the Panel, between Sergeants and Police Officers, grade 1, is 12% and the actual percentage differential, as calculated by the Panel, between Lieutenants and Police Officers, Grade 1, is 25%.

PBA exhibit 40 is a listing of differentials of "Sergeant over PO" in 10 towns and 22 villages and of "Lieutenant over PO" in 7 towns and 13 villages. Using the PBA's numbers, the Panel computed an average and a median differential for each grouping, combining towns and villages. The average differential for "Sergeants over PO", in the 32 Towns and Villages listed is 13.7% and the median is 14%. The average differential for "Lieutenants over PO", in the 20 Towns and Villages listed is 27.25% and the median is 28. Thus, the differential for Sergeants and Lieutenants in New Castle is somewhat below both the average and the median for the surrounding area.

The Panel notes, however, that both Sergeants and Lieutenants will receive a percentage increase in their salaries in each year of the Agreement, as described below. As a result, the percentage differential between Sergeants and Police Officers, or, Lieutenants and Police

Officers, will remain constant, while the dollar differential will escalate each year. Therefore, the Panel concludes that the disparity between New Castle's differentials for Sergeants and Lieutenants and those differentials in the surrounding area is not so large as to justify granting the Association's request. Consequently, the PBA's proposal on Sergeant and Lieutenant differentials is rejected.

Concerning longevity payments, the evidence submitted shows that the longevity payments to the Police Officers are in line with longevity payments to Officers in comparable communities. PBA Exhibit 39 is a listing of Longevity Payments in the surrounding towns and villages. Based on "twenty year totals", New Castle officers rank number six (#6) among the ten (10) towns listed. Compared to the villages listed on PBA 39, only, three (3) out of twenty-two (22) have a higher "twenty year total" than New Castle. Thus, the Panel concludes, longevity rates here are not as out-of-line with other comparable jurisdictions as to justify an increase. Accordingly, the proposals dealing with Longevity Payments are denied.

As for the proposed shift differentials, virtually no evidence was submitted to the Panel on this subject. The other available data does not warrant the creation of

shift differentials at this time.

### 3. Health Insurance

Currently the Town pays all health insurance premiums for bargaining unit members and their eligible dependents and for retired Employees and their eligible dependents. The Town sought a contribution of 15% from all Police Officers.

The Town asserted that its employees who are represented by the CSEA and its unrepresented employees pay 15% of their health insurance premium. Employer Exhibits 17, 18 & 19. Employees in the CSEA Bargaining Unit who were hired prior to March 11, 1996, do not pay any Health Insurance premium.

Furthermore, the Employer averred that Police Officers in several communities in the surrounding area make payments towards their Health Insurance premiums. Those communities are: Scarsdale, Larchmont, Mamaroneck, Bronxville, and Pelham Manor. Employer Exhibit 16.

In addition, the Town pointed out there is a nation-wide trend of ever-increasing numbers of employees contributing to the cost of their Health Insurance. Currently, according to the Employer, sixteen percent (16%) of employees contribute towards individual coverage and twenty-five percent (25%) contribute to family coverage, nationwide.

Finally the Town argued that its health insurance costs have been climbing steeply for years. Town Exhibit 9 shows the employer's premium rates, per employee, since 1995 for Alt. Family Plan. The cumulative increase in premium since 1995 is 159.77%. In 2001 the premium rate was \$630.00; in 2006 the rate was \$1,158.56, a dollar increase in rates of \$528.56.

There is no doubt the Employer's health insurance costs have increased substantially over the past several years. In addition, the Employer contributes to a Health and Welfare Benefit plan pursuant to Article XVI. Section 2 of the Collective Bargaining Agreement. PBA Exhibit 9.

In light of the Employer's escalating health costs, which have increased significantly since 2001, the Panel is convinced that some redress is justified, and further, that such redress must result in some sharing of the Health Care cost burden.

The record reveals that Police Officers in five (5) other communities in Westchester County make payments towards their health care costs, or will make such payment in the not too distant future. In Bronxville, all members of the bargaining unit will contribute fifteen percent (15%) towards their health insurance premiums, effective June 1, 2010. Moreover, current

employees, who retire on or after the ratification of the current agreement (6/1/2005 to 5/31/2008) will pay 25% of the retiree health insurance premium. Town Exhibit 20.

In the other four communities, only some employees, generally those who were hired after a specified date, make contributions to their health insurance premiums. Thus, while the specifics of who contributes and how much they pay varies from community to community, the evidence before the Panel makes clear that Police Officers in Westchester are now sharing in the costs of health insurance and will continue to share in those costs in greater numbers in the future.

The PBA argued that Bronxville is an anomaly, as it is the only Police Department in the surrounding area where all employees will be required to pay part of the premium. In the PBA's view, no employee should be required to contribute, and, certainly not current employees.

The Panel endeavored to strike a balance between the Employer's desire to reduce its Health Care cost increases, and the PBA's desire to prevent erosion of its members' terms and conditions of employment. The Panel concludes that it can meet the Employer's need for relief on Health Care costs without requiring current employees to share those costs. This can be accomplished by

requiring newly hired Police Officers to pay a reasonable percentage of health insurance premiums. In our view that percentage should be twelve (12) per cent. However, since new Officers begin their employment at the bottom of the pay scale, they are the ones who can least afford to pay. Therefore, while new hires will be required to contribute, such contribution will be deferred until the new employee advances to Police Officer Grade 1.

Accordingly, a new section 1C shall be added to Article XVI, "Health and Welfare" of the collective Bargaining Agreement as follows:

All employees hired on or after June 1, 2007 shall contribute twelve percent (12%) of the premium costs or the premium equivalent of the Municipal Employees Benefit Consortium (MEBCO Alternative Plan) administered by POMCO. Said contributions will commence in the month when the individual reaches the Police Officer Grade 1, pay grade, and will continue throughout the employee's employment and continue into the employee's retirement.

**4. Training Days/Plug-in days**

Article IV, Section 3, specifies that Police Officers will be assigned three additional eight (8) hour training days per year and three additional eight hour and twenty-five minute (8:25) plug-in days per year. The Employer asked for an increase in training and plug-in days, by 6 days per year, for a total of 12 per year.

The Town contended that the current 6 plug-in and training days are not enough days to provide for all its

needs. For example, the Employer argued that it needed two (2) or three (3) days just for firearms training. It also pointed out that a Police Officer actually works 190 days per year after accounting for vacation days, personal days and, an average of six (6) sick days taken per year. Town Exhibit 31. It further argued that while Police Officers in New Castle work a longer work day, they have the shortest work schedule of all the towns in the surrounding area.

Town Exhibit 3 contains the number of work days per year in ten (10) communities in the surrounding area, one of which is New Castle. All the other nine (9) have more scheduled work days than New Castle. New Castle does, however, have a longer work day; specifically 8 hours and 25 minutes or 8.42 hours.<sup>3</sup> Eight (8) of the other nine (9) Police Departments have eight (8) hour days and, one, Pelham Manor, has 7.64 hour work day.

Not only do Police Officers in New Castle have a work schedule with the fewest scheduled days per year, they also work fewer hours per year, even though their work day is longer than the other nine (9) communities in the comparison. Town Exhibit 4, shows that of the ten

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<sup>3</sup> Article IV of the CBA, PBA Exhibit 9, specifies that New Castle Police Officers will work an 8 hour and 25 minute work day. Twenty-five (25) minutes is forty-two hundredths (0.42) of an hour.

(10) communities listed in Exhibit 3, New Castle has both the fewest scheduled hours per year and the fewest scheduled days per year.

New Castle Officers are scheduled for 1,894.5 hours per year. Scarsdale Officers, who have the most scheduled hours per year, are designated for 2,037.6 hours. The average is 1,942.08 hours and the median, as computed by the Panel, is 1,934 hours. Thus, even though the New Castle Police Officers work a longer work day, their number of scheduled days per year is low enough that it offsets their longer day, in terms total of hours scheduled. Consequently, we believe the Employer's request for some additional training days and plug-in days is warranted.

With respect to training days, we shall increase the number of training days in calendar year 2007 by one-half to three and one-half (3.5) days. This change will give the Town the opportunity to provide more training to Police Officers. However, since additional training on a given topic is not necessarily required each year except for firearms retraining, in 2008 and subsequent years the number of training days will revert to three (3) days per calendar year.

As to plug-in days, the data above reveals that Police Officers work fewer hours and a shorter work year



than most of their counterparts in comparable communities. As such, the Panel finds some relief to the Town is warranted. In our view, a reasonable result is to award an increase in the number of plug-in days for all employees to four(4) per years effective January 1, 2008.

Accordingly, the Panel concludes:

The number of eight (8) hour training days for the calendar year 2007 shall be increased to three and one-half (3.5) days per employee per year. Effective January 1, 2008, and each year thereafter, the number of eight (8) hour training days shall be three (3) days per employee per year.

Effective January 1, 2008, and each year thereafter, employees shall be assigned four (4) eight hour and twenty-five minute (8:25) plug-in days per employee per year.

#### **5. Paid Leave**

The Association submitted nine (9) proposals dealing with various types of paid leaves<sup>4</sup>. Generally these proposals would increase the number of paid leave days per year for Police Officers.

In Section 4 above, we granted the Employer's request for more work days per year. Granting the Association's proposals concerning paid leave would, in effect, reduce the number of working days per year and thus obviate our award concerning training days and plug-

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<sup>4</sup> For the details of these proposals refer to page 5 of this opinion.

in days. As we stated in section 4 above, not only do the Police Officers in New Castle have a work schedule with the fewest days per year, they also work fewer hours per year, even though their work day is longer than the other nine communities in the comparison.

Consequently, we conclude there is no basis for granting any of the Association's proposals for changes in paid leaves. Accordingly, all of PBA's proposals dealing with paid leave are denied.

#### **6. Compensatory Time Carry Over - Overtime Accrual**

The Employer sought to require Employees to cash in or use "comp time" by the end of the year and to cash in overtime by year end. The Panel finds no basis to change this practice. Consequently we reject the Town's proposal in this regard.

#### **7. Death Benefits**

The PBA contended that all employees should be eligible for the Death Benefits detailed in Article XXIII, Section 15, while they are employed by the Town. Currently the benefits are only paid if the employee dies as a result of:

injuries incurred while in the performance of his or her duties as a member of the New Castle Police Department, or incurred while acting as a police officer whether on duty or off duty...

The available data does not support such a change.

Consequently, this proposal is rejected.

**8. Premium Pay for working on Holidays**

Concerning pay for working on holidays, the Employer proposed a reduction in the number of days for which triple time is paid. According to the Town, Officers in New Castle have thirteen (13) Holidays which require triple time pay for working. The Town would reduce that to five days and would pay all other holidays at double time. The Town averred that the none of other Towns in the area pay triple time for more than 5 holidays. Town Exhibit 7.

The Employer did, however, acknowledge that on average, Police Officers work only seven (7) holidays.

On the whole, the Panel does not find the disparity between the number of days worked at triple time and the number of days in other communities to be so great as to warrant the change requested. Accordingly, the proposal is denied.

**9. EMT Stipend**

The Association asked for an EMT stipend and an EMT-D stipend. The relevant data does not support such an increase, especially in light of the relatively high wages Police Officers enjoy. Therefore this proposal is not awarded.

**10. Benefits Under Section 207(c) of General Municipal Law**

The Town sought a reduction in accruals that Officers enjoy to those levels mandated by Section 207(c). Evidence produced at the hearing was, in the Panel's opinion, inconclusive concerning the specific differences in benefits to the employees of the various communities listed in Town Exhibit 25. Consequently, the Panel finds no basis for granting this change. Accordingly the proposal is not awarded.

**11. Past Practice**

The PBA maintained that a Past Practice clause should be added to the Agreement. Little evidence was adduced at the hearing to demonstrate the need for such an addition. Thus, this proposal is rejected.

**12. Delete Article XXIII, Sections 1, 5, 12, 13 and 14**

The Employer contended that Sections 1, 5, 12, 13 and 14 of Article XXIII of the Agreement are non-mandatory subjects of negotiations and thus should be removed from the Collective Bargaining Agreement. The Panel concludes that a Compulsory Interest Arbitration proceeding, pursuant to CSL, Section 209.4, is not the appropriate forum for determining whether or not a provision of an existing Collective Bargaining Agreement is a mandatory subject of negotiations. As such, the

Panel cannot grant this proposal.

**13. Health and Welfare Benefits**

The PBA insisted there was a need to increase the Employer's contribution to the Health and Welfare Fund to three percent (3%) per year from the current one and four-tenths (1.4%) per year. Insufficient evidence was adduced at the hearing to justify such an increase and it is not awarded.

**14. Delete Article VI, Section 1B**

The Town asked for the deletion of Article VI, Section 1B from the Agreement. This provision requires the employer to pay premium pay to employees who work a sixth day in a six day work period. Little evidence was produced at the hearing concerning the need for this proposal. Accordingly, the proposal is denied.

**15. Cost of Books and Tuition Reimbursement**

Concerning the Educational Program, the PBA contended that several changes should be made in procedures and reimbursements for tuition and book costs. These requested changes would remove the restriction that section 1 only apply to employees hired before December 31, 1976; would remove the restriction that the employer is only liable for tuition and book costs for courses that are contained in a curricular for a degree in Police Science; and would require the employer to pay the cost

of tuition and books incurred by employees for courses that are related to the performance of daily police department functions.

The Panel concluded that no evidence was adduced at the hearing to justify the requested change. Accordingly, the request is denied.

**16. Other Proposals**

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

In sum, the Panel finds that the terms of our Award fairly balance the needs of Police Officers against the obligations of the Town and the interests of the citizenry. Accordingly, they awarded as indicated herein.

**AWARD**

**1 Term of Award**

The term of this Award shall be from January 1, 2005 through December 31, 2009.

**2. Salaries**

Salaries shall be increased as follows:

Effective January 1, 2005	3.90%
Effective January 1, 2006	3.90%
Effective January 1, 2007	3.95%
Effective January 1, 2008	3.95%
Effective January 1, 2009	3.95%

**3. Health Insurance**

A new section 1C shall be added to Article XVI, as follows:

All bargaining unit members hired on or after June 1, 2007 shall contribute twelve percent (12%) of the premium costs or the premium equivalent of the Municipal Employees Benefit Consortium (MEBCO Alternative Plan) administered by POMCO. Said contributions will commence in the month when the individual reaches the Police Officer Grade 1, pay grade, and will continue throughout the employee's employment and continue into the employee's retirement.

**4. Training Days and Plug-in days**

Article IV, Section 3 shall be amended as follows:

The number of eight (8) hour training days for the calendar year 2007 shall be increased to three and one-half (3.5) days per employee per year, effective with the issuance of this Award. Effective January 1, 2008, and each

year thereafter, the number of eight (8) hour training days shall be three (3) days per employee per year.

Effective January 1, 2008, and each year thereafter, employees shall be assigned four (4) eight hour and twenty-five minute (8:25) plug-in days per employee per year.

**5. Other Proposals**

All other proposals of the parties, whether or not addressed

in this Opinion are rejected.



DATED: August 23, 2007

Howard C. Edelman  
HOWARD C. EDELMAN ESQ.  
NEUTRAL PANEL MEMBER AND  
CHAIRMAN

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

I, Howard C. Edelman, 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.

DATED: August 23, 2007

Howard C. Edelman  
HOWARD C. EDELMAN ESQ.,  
ARBITRATOR

Concur

2 25039537

T-478 P.002/002 F-220

Dissent

DATED: 8/15/07



CRAIG R. BENSON, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER  
Concur

STATE OF NEW YORK )  
COUNTY OF )

S. :  
Dissent

I, Craig R. Benson, do hereby affirm upon my oath as Public Employer Panel Member, that I am the individual described in and who executed this instrument, which is my Award.

CRAIG R. BENSON, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER


DATED:

STATE OF NEW YORK )  
COUNTY OF )

CRAIG R. BENSON, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

I, Craig R. Benson, do hereby affirm upon my oath as Public Employer Panel Member, that I am the individual described in and who executed this instrument, which is my Award.

*Martha C. Katzeff*  
8/15/07  
MARTHA C. KATZEFF  
Notary Public, State of New York  
DATED: No. 6002483  
Qualified in Bronx County  
Commission Expires 12/22/2010

  
CRAIG R. BENSON, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

X  
Concur

X ON ENTIRE ARTICLE 3  
Dissent OF AWARD - HEALTH INSURANCE

DATED: Aug. 2, 2007

Edward W. Guzek

EDWARD W. GUZEK

EMPLOYEE ORGANIZATION PANEL MEMBER

STATE OF NEW YORK )  
COUNTY OF ERIE )

S. :

I, Edward W. Guzek, do hereby affirm upon my oath as Employee Organization Panel Member, that I am the individual described in and who executed this instrument, which is my Award.

DATED: Aug. 2, 2007

Edward W. Guzek

EDWARD W. GUZEK

EMPLOYEE ORGANIZATION PANEL MEMBER